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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

15 ANTWON JONES, on behalf of himself, and  
16 all other similarly situated,

17 Plaintiff,

18 vs.

19 CITY OF LOS ANGELES, by and through the  
20 Los Angeles Department of Water and Power  
and DOES 1 through 50, inclusive,

21 Defendants.

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),  
BC568722, BC571664, and BC574690]

[CLASS ACTION]

**NOTICE OF FILING REVISED CLASS  
ACTION SETTLEMENT AGREEMENT  
AND LIMITED RELEASE**

[Filed Concurrently with Declaration of Paul  
Bender]

Date: November 18, 2016  
Time: 1:30 p.m.  
Dept: 323

Assigned for All Purposes to the  
Hon. Elihu M. Berle, Dept. 323

Action Filed: April 1, 2015  
Trial Date: None Set

1 Plaintiff Antwon Jones (“Plaintiff”) and Defendant City of Los Angeles by and through the  
2 Los Angeles Department of Water and Power (the “LADWP”) (collectively the “Parties”) hereby  
3 jointly submit the attached Revised Class Action Settlement Agreement and Limited Release (the  
4 “Revised Settlement Agreement”) (attached hereto as Exhibit 1<sup>1</sup>), which resolves claims involving  
5 customer overbilling and other billing errors that were caused by, and are related to, the defective  
6 implementation of the LADWP’s new Customer Care and Billing system (the “CC&B System”)  
7 or damages incurred by customers arising from their participation in the LADWP’s solar program.  
8 The Revised Settlement Agreement addresses the Court’s prior concerns, incorporates revisions  
9 based on recommendations of the Independent CC&B Billing System Monitor, and maintains the  
10 goal of making whole every customer who has been erroneously charged.

11 The Court conditionally approved the Settlement on December 21, 2015, with instructions  
12 regarding changes the Court required before issuing a preliminary approval order. At that hearing,  
13 the Court recognized that the estimated \$44.7 million in credits and refunds to be issued was  
14 simply that, stating “this is not a cap; it’s just an estimate.” Since that hearing, the LADWP has  
15 spent thousands of high level IT hours investigating potential inaccuracies in its billing and  
16 developing the programs necessary to implement the Settlement. As a result of this work,  
17 additional class members and amounts owed have been identified. Specifically, the estimated  
18 credit/refund amount has increased by approximately \$25 million. This increase brings the  
19 estimated settlement value to approximately \$90 million (which includes \$20 million the  
20 Settlement Agreement requires LADWP appropriate and expend to remediate and stabilize the  
21 CC&B Billing System).

22 Additionally, during an October 31st mediation, the Parties negotiated additional limited  
23 revisions to the Settlement. The revisions have the effect of accelerating the deadlines by which  
24 the LADWP must comply with its non-monetary relief obligations in the Revised Settlement  
25 Agreement and of providing greater independent oversight of the LADWP’s compliance with the  
26 Revised Settlement Agreement.

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27 <sup>1</sup> A redline comparison to the Settlement Agreement filed November 18, 2015 is attached hereto as  
28 Exhibit 2.

1 **I. THE COURT’S INSTRUCTIONS TO THE PARTIES AND WORK PERFORMED**  
2 **ON THE SETTLEMENT SINCE DECEMBER 21, 2015**

3 **A. The Court’s Conditional Preliminary Approval**

4 During the December 21, 2015 hearing, the Court:

- 5 (a) conditionally preliminarily approved the Settlement;
- 6 (b) appointed Antwon Jones as Class Representative;
- 7 (c) appointed Yaar Kimhi as the Class Representative for the Solar Customer
- 8 Subclass;
- 9 (d) appointed Landskroner Grieco Merriman, LLC as Class Counsel;
- 10 (e) appointed Mr. Paul Bender as the Independent CC&B Billing System
- 11 Monitor;
- 12 (f) appointed Dr. Barbara Barkovich as the Special Master in this case; and
- 13 (g) instructed the parties to make four additional changes to the Settlement:
- 14 (i) revise the language with regard to “notice” to clarify the distinction
- 15 between class notice and a LADWP credit/refund letter notice;
- 16 (ii) send class notice to class members at the same time as the letters for
- 17 the pre-identified claims to avoid any ambiguity or misunderstanding;
- 18 (iii) modify the class notice to set forth a clear schedule or timeline for
- 19 filing claims in one place; and
- 20 (iv) clarify the language in the “Minimum Usage” Subclass.

21 The Parties have revised the Settlement to address each of the Court’s concerns. With

22 respect to the Court’s instruction to clarify the language in the “Minimum Usage” Subclass, the

23 Parties have revised the prior subclasses titled: Tiered Billing, Trend Estimate and Estimated

24 Electric Bills with Minimum Charges into a single “Overbilled” subclass to simplify and clarify

25 the scope. Specifically, this subclass is comprised of all LADWP customers that were overbilled

26 as a result of being charged an incorrect rate, incorrect amount of consumption, incorrect utility

27 tax rate or who did not have a discount applied.

28

1           **B.       Substantial Work Performed Since The December 21, 2015 Hearing Has**  
2                               **Uncovered Additional Class Members And Amounts To Be**  
3                               **Credited/Refunded**

4           Since the December 21, 2015 hearing, the Independent CC&B Billing System Monitor has  
5 conducted numerous one and two day-site visits, document review and analysis sessions, and  
6 weekly conference calls with LADWP's personnel, Class Counsel and LADWP's Counsel.  
7 During the period April 12th through April 29th, 2016, the Independent CC&B Billing System  
8 Monitor conducted an extended site visit at LADWP. As detailed in the *Report of Independent*  
9 *CC&B Systems Monitor Concerning Status of Class Action Settlement for First and Second*  
10 *Quarters of 2016*, filed with the Court on July 14, 2016, following this extended site visit, the  
11 Independent CC&B Billing System Monitor informed counsel for all Parties that the then-current  
12 Scope of Work and schedule would need to be significantly revised to allow additional time for  
13 the LADWP to undertake the additional work the Independent CC&B Billing System Monitor  
14 requested. The Independent CC&B Billing System Monitor also stated that the Monitoring team  
15 would, itself, use this additional time to: (i) perform various verification tasks and data analyses  
16 required to ensure that the mechanisms and methodologies the LADWP utilized are accurate and  
17 reliable; and (ii) continue to work closely with LADWP IT Professionals to ensure that the  
18 Settlement's goal of refunding 100% of all overcharges to LADWP customers is achieved.

19           On July 14, 2016, the Independent CC&B Billing System Monitor: (i) informed the Court  
20 that the amount to be refunded to Class members would increase by at least \$5.4 million dollars  
21 based on additional work the LADWP performed; and (ii) requested that the Court extend the  
22 deadline for the LADWP to complete the programming and testing necessary to identify all  
23 LADWP customers who have been overcharged and quantify the amounts of such overcharges to  
24 November 18, 2016. On July 28, 2016, the Court granted the Independent CC&B Billing System  
25 Monitor's request and extended the deadline to November 18, 2016 to complete the programming  
26 and testing necessary for the LADWP to identify customers who have been overcharged and  
27 quantify the amounts of such overcharges.

28           On October 28, 2016, the LADWP concluded the work necessary to identify customers

1 who have been overcharged and quantify the amounts of such over charges, which is estimated to  
2 be approximately \$70 million in credits/refunds. Thereafter, the Independent CC&B Billing  
3 System Monitor finalized the work it was performing to confirm the accuracy of the LADWP's  
4 programming and testing.

5       **C.     The Parties Revise The Settlement To Provide Additional Benefits To The**  
6               **Class**

7       On October 31, 2016, the Parties participated in another day-long mediation at JAMS in  
8 Los Angeles before the Hon. Dickran Tevrizian (Ret.). During the October 31st mediation, the  
9 Parties negotiated the following revisions to the Settlement: (i) a revision to Rule 17 of the Rules  
10 Governing Water and Electric Service; (ii) a revision to the 18 month Remediation Period; (iii) a  
11 revision to the date by which the Tiger Team will be operational; (iv) a revision to the scope of  
12 work the Independent CC&B Billing System Monitor is to perform involving the Tiger Team and  
13 claims administration activities; (v) a revision to the date by which the Information Technology  
14 Department Project Management Office will be operational; (vi) a revision to the claims process  
15 for certain Solar Subclass members; and (vii) a revision to the amount of attorneys' fees and  
16 expense reimbursement to be sought by Class Counsel.

17       As previously stated, the Parties also revised the Settlement to address the issues the Court  
18 raised.

19 **II.     CONCLUSION**

20       The Parties have been engaged in significant efforts to identify all potential billing  
21 inaccuracies and to better remediate the errors impacting the LADWP's customers. The Parties  
22 respectfully request the Court grant preliminary approval of the Settlement.

1 Dated: November 10, 2016

LANDSKRONER GRIECO MERRIMAN, LLC

2

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4

5

By: 

Jack Landskroner

Attorneys for Plaintiff Antwon Jones

6 Dated: November 10, 2016

LINER LLP

7

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By: 

Maribeth Annaguey

Attorneys for Defendant CITY OF LOS  
ANGELES

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## **EXHIBIT 1**

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Attorneys for Defendant  
CITY OF LOS ANGELES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

21 ANTWON JONES, on behalf of himself, and  
22 all other similarly situated,

23 Plaintiff,

24 vs.

25 CITY OF LOS ANGELES, by and through the  
26 Los Angeles Department of Water and Power  
27 and DOES 1 through 50, inclusive,

28 Defendants.

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),  
BC568722, BC571664, and BC574690]

[CLASS ACTION]

**REVISED CLASS ACTION  
SETTLEMENT AGREEMENT AND  
LIMITED RELEASE**

Assigned for All Purposes to the  
Hon. Elihu M. Berle, Dept. 323

Action Filed: April 1, 2015  
Trial Date: None Set



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1        This Revised Class Action Settlement Agreement and Limited Release (“Revised  
2 Agreement”) is submitted pursuant to the California Code of Civil Procedure. Subject to the  
3 approval of the Court, this Revised Agreement memorializes the settlement between and among  
4 all Parties to fully resolve the Action. This Revised Agreement is entered into by and between  
5 Antwon Jones (“Plaintiff” or “Plaintiff Jones”), individually and as a representative of the  
6 Settlement Class (as defined herein), and as it pertains to the claims alleged in *Kimhi v. City of Los*  
7 *Angeles*, Case No. BC536272 (the “*Kimhi* Action”), Yaar Kimhi, individually and as the Class  
8 Representative for the Solar Customers Subclass, and named plaintiffs, Tahl Beckerman  
9 Megerdichian and Yelena Novak, and defendant the City of Los Angeles, by and through the Los  
10 Angeles Department of Water and Power (“LADWP” or “Department”) and DOES 1 through 50,  
11 inclusive (the “City” or “Defendant”) (collectively the “Parties”). This Revised Agreement is  
12 intended by the Parties to fully and finally compromise, resolve, discharge and settle all Released  
13 Claims (as defined herein) on the terms and conditions set forth herein, subject to approval of the  
14 Court.

15 **I.        RECITALS**

16        WHEREAS, on April 1, 2015, Plaintiff Jones filed a class action in the Superior Court of  
17 the State of California for the County of Los Angeles captioned, *Jones v. City of Los Angeles*,  
18 Case No. BC577267 (the “Action”);

19        WHEREAS, the Complaint in the Action alleges claims involving customer over-billing  
20 and other billing errors by the LADWP that were caused by, and are related to, the defective  
21 implementation of the LADWP’s new Customer Care and Billing system (the “CC&B System”)  
22 and damages incurred by customers arising from their participation in the LADWP’s solar  
23 incentive program;

24        WHEREAS, prior to filing the Complaint in the Action, Class Counsel initiated an  
25 extensive and very lengthy investigation into the matters alleged in the Complaint and has  
26 continued to conduct an ongoing investigation into the facts and law relating to the allegations,  
27 claims and defenses asserted in this Action;

28

1 WHEREAS, Class Counsel's continuing investigation has included, among other things,  
2 interviewing current and former LADWP employees and working closely with investigators and  
3 Plaintiff Jones' non-testifying experts to diligently investigate the facts relevant to the merits of  
4 the claims asserted in the Action, including the functionality of the CC&B System and the  
5 LADWP's solar incentive program;

6 WHEREAS, LADWP conducted an internal investigation concerning issues relating to the  
7 new CC&B System, and customer billing related matters, including, but not limited to, matters  
8 involving claims made against the LADWP by customers involved in the LADWP's solar  
9 incentive program, which remains ongoing;

10 WHEREAS, Plaintiff Jones directed his counsel to work with Plaintiff Jones' non-  
11 testifying consultants to develop a highly detailed settlement proposal in which Plaintiff Jones  
12 proposed to resolve the claims asserted in the Action, as well as the claims asserted in the  
13 following three class actions filed against the City and the LADWP: *Bransford, et al. v. City of*  
14 *Los Angeles*, Case No. BC565618 (the "*Bransford Action*"), *Fontaine v. City of Los Angeles, et*  
15 *al.*, Case No. BC571664 (the "*Fontaine Action*"), and the *Kimhi Action* on terms that would  
16 require the LADWP to:

- 17 (i) conduct a review and audit of all LADWP customer accounts to determine if billing  
18 errors occurred;
- 19 (ii) refund or credit one hundred percent of the amounts the LADWP had improperly  
20 charged any of its customers as a result of billing errors caused by the LADWP's  
21 new CC&B System or because of the customers' participation in the LADWP's  
22 solar incentive program;
- 23 (iii) take the remedial measures necessary to ensure that the defects in the new CC&B  
24 System were permanently corrected; and,
- 25 (iv) provide independently verified evidence that the CC&B System was functioning  
26 properly and generating accurate customer bills on an ongoing basis;

1 WHEREAS, after having provided the detailed settlement proposal, Class Counsel met and  
2 conferred with counsel for the City and commenced formal settlement negotiations shortly  
3 thereafter. The Parties advanced settlement discussions as far as they could go until these efforts  
4 stalled;

5 WHEREAS, after further consideration, the Parties agreed to continue their settlement  
6 discussions in a more formal mediation environment and engaged the services of the Hon. Dickran  
7 M. Tevrizian (Ret.), one of the most well respected mediators in the United States, to conduct a  
8 formal mediation in this matter;

9 WHEREAS, because of the nature of the claims at issue in this litigation and the  
10 complexity of the settlement terms proposed by Plaintiff Jones, Judge Tevrizian scheduled the  
11 mediation to be conducted over a four day period on June 11-12, July 24 and July 31, 2015;

12 WHEREAS, the Parties thereafter participated in a contentious and protracted two day-  
13 long mediation at JAMS in Los Angeles before the Hon. Dickran M. Tevrizian (Ret.) on June 11  
14 and 12, 2015. At the conclusion of that mediation session, the Parties reached an agreement in  
15 principal on the material terms of the proposed class action settlement;

16 WHEREAS, following these mediation sessions, the Parties appeared before the Court and  
17 informed the Court that the Parties had reached an agreement in principal on the material terms of  
18 a proposed class action settlement;

19 WHEREAS, given the complexity of the settlement and the detail necessary to verify the  
20 identity of affected accounts, the accuracy of the refunds due to customers and to validate  
21 compliance and the completion of agreed-to remediation protocols, Judge Tevrizian scheduled an  
22 additional mediation session on July 24, 2015 in which the Parties worked to define and document  
23 other non-material terms;

24 WHEREAS, after the Parties had concluded negotiating all of the material and non-  
25 material terms, other than the amount of attorneys' fees and expense reimbursement to be paid to  
26 Class Counsel, on July 24, 2015 Judge Tevrizian informed the Parties that they could begin  
27 negotiating the amount of attorneys' fees and expense reimbursement to be paid to Class Counsel,  
28 and conducted a fourth day of mediation concerning this issue on July 31, 2015;

1 WHEREAS, despite the Parties' best efforts, and after a protracted mediation session on  
2 July 31, 2015, the Parties reached an impasse with respect to Class Counsel's attorneys' fees and  
3 expense reimbursement;

4 WHEREAS, in hopes of bridging this impasse, Judge Tevrizian made a mediator's  
5 proposal, which after much discussion over several days, was accepted by the Parties;

6 WHEREAS, based upon the extensive investigation undertaken prior to settlement,  
7 discovery provided during the negotiations and the analysis of the facts and the law applicable to  
8 Plaintiff Jones' claims, and taking into account the extensive burdens and expense of litigation,  
9 including the risks and uncertainties associated with protracted trials and appeals, as well as the  
10 fair, cost-effective and assured method of resolving the claims of the Settlement Class, both  
11 Plaintiff Jones, Plaintiff Kimhi and Class Counsel have concluded that this settlement provides  
12 substantial benefits to the Settlement Class and is fair, reasonable, adequate and in the best  
13 interests of Plaintiff Jones and the Settlement Class;

14 WHEREAS, during the September 11, 2015 Preliminary Approval Hearing Class Counsel  
15 explained to the Court, "*the monetary relief includes 100 percent of recovery for each customer*  
16 *for amounts that they were overbilled by D.W.P., that will result in \$44 million in refunds and*  
17 *credits, as a starting point.*" See September 11, 2015 Hearing Transcript at 14;

18 WHEREAS, at the conclusion of the initial hearing on Plaintiff's Motion for Preliminary  
19 Approval of the Settlement, the Court directed Class Counsel to obtain input with respect to how  
20 the settlement could be improved on behalf of Settlement Class Members. In response to the  
21 Court's directive, the Parties met and conferred with related counsel to solicit suggestions as well  
22 as take additional steps to improve the settlement. Class Counsel also actively sought out such  
23 input from the Office of Public Accountability (OPA) / Ratepayer Advocate for the City of Los  
24 Angeles for the purpose of allowing the Ratepayer Advocate to review the settlement and make  
25 any recommendation the Ratepayer Advocate might offer to improve the settlement on behalf of  
26 Settlement Class Members;

27 WHEREAS, after reviewing the settlement, the Ratepayer Advocate made only a single  
28 recommendation with which Class Counsel agreed. Class Counsel then negotiated with the City

1 and LADWP to obtain the benefit requested by the Ratepayer Advocate, as detailed in Section III.  
2 below;

3 WHEREAS, on November 3, 2015, the Court re-convened the hearing on Plaintiff Jones'  
4 Motion for Preliminary Approval, which had been commenced on September 11, 2015. During  
5 the November 3, 2015 hearing, the Court again heard argument from the Parties in support of  
6 Preliminary Approval and also heard from certain objectors, by their counsel. At the conclusion  
7 of the November 3, 2015 hearing, the Court instructed the Parties to make twelve additional  
8 revisions to the settlement, in addition to the revisions that had been called for by the Court during  
9 the September 11<sup>th</sup> hearing. The Court also instructed the Parties and objectors that any further  
10 briefing would be limited to only the twelve issues raised by the Court during the November 3<sup>rd</sup>  
11 hearing and again continued the hearing on Plaintiff Jones' Motion for Preliminary Approval until  
12 December 21, 2015;

13 WHEREAS, following the November 3<sup>rd</sup> hearing, the Parties again met and conferred with  
14 each other and counsel for the objectors. Based on these conferences, additional changes were  
15 made to the settlement and presented to the Court on December 21, 2015;

16 WHEREAS, on December 21, 2015, the Court re-convened the hearing on Plaintiff Jones'  
17 Motion for Preliminary Approval. During the December 21, 2015 hearing, the Court again heard  
18 argument from the Parties in support of Preliminary Approval and also heard from certain  
19 objectors, by their counsel;

20 WHEREAS, during the December 21, 2015 Preliminary Approval Hearing, the Court  
21 again recognized that the \$44 million in refunds and credits identified by Class Counsel was an  
22 estimate and that the aggregate amount to be refunded and credited could grow if additional issues  
23 / items were discovered during the course of the remediation effort and stated in relevant part, "*the*  
24 *monetary relief portion of the settlement provides settlement class members with an estimated \$44*  
25 *million in credits or refunds arising from overbilling. And this is not a cap; it's just an estimate.*"  
26 See December 21, 2015 Hearing Transcript at 81.

27 WHEREAS, at the conclusion of the December 21, 2015 hearing, the Court: (i)  
28 conditionally preliminarily approved the settlement; (ii) appointed Antwon Jones as Class



1 Representative; (iii) appointed Yaar Kimhi as the Class Representative for the Solar Subclass; (iv)  
2 appointed Landskroner Grieco Merriman, LLC as Class Counsel; (v) appointed Mr. Paul Bender  
3 as the CC&B Billing System Monitoring Expert; (vi) appointed Dr. Barbara Barkovich as the  
4 Special Master in this case; and (vii) instructed the parties to make four additional changes to the  
5 settlement;

6 WHEREAS, since the December 21, 2015 hearing, the CC&B System Monitoring Expert  
7 has conducted numerous one and two day-site visits, document review and analysis sessions, and  
8 weekly conference calls with LADWP's personnel, Class Counsel and LADWP's Counsel;

9 WHEREAS, during the period April 12<sup>th</sup> through April 29<sup>th</sup>, 2016, the CC&B System  
10 Monitoring Expert conducted an extended site visit at LADWP;

11 WHEREAS, as detailed in the *Report of Independent CC&B Systems Monitor*  
12 *Concerning Status of Class Action Settlement for First and Second Quarters of 2016* filed with  
13 the Court on July 14, 2016, following this extended site visit, the CC&B Billing System  
14 Monitoring Expert informed counsel for all Parties that the then-current Scope of Work and  
15 schedule would need to be significantly revised to allow additional time for the LADWP to  
16 undertake the additional work the Monitoring team requested. The CC&B System Monitoring  
17 Expert also stated that the Monitoring team would use this additional time to: (i) perform various  
18 verification tasks and data analyses required to ensure that the mechanisms and methodologies the  
19 LADWP utilized are accurate and reliable; and (ii) continue to work closely with LADWP IT  
20 Professionals to ensure that the Settlement's goal of refunding 100% of all overcharges to  
21 LADWP customers is achieved;

22 WHEREAS, on July 14, 2016, the CC&B System Monitoring Expert: (i) informed the  
23 Court that the amount to be refunded to Class members would increase by at least \$5.4 million  
24 dollars based on additional work the LADWP performed; and (ii) requested that the Court extend  
25 the deadline for the LADWP to complete the programming and testing necessary to identify *all*  
26 LADWP customers who have been overcharged and quantify the amounts of such overcharges to  
27 November 18, 2016;

1 WHEREAS, on July 28, 2016, the Court granted the CC&B System Monitoring Expert 's  
2 request and extended the deadline to November 18, 2016 to complete the programming and testing  
3 necessary for the LADWP to identify customers who have been overcharged and quantify the  
4 amounts of such overcharges;

5 WHEREAS, on October 28, 2016, the LADWP concluded the work necessary to identify  
6 customers who have been overcharged and quantify the amounts of such over charges. Thereafter,  
7 the CC&B System Monitoring Expert finalized the work it was performing to confirm the accuracy  
8 of the LADWP's programming and testing;

9 WHEREAS, on October 31, 2016, the Parties participated in another day-long mediation at  
10 JAMS in Los Angeles before Judge Tevrizian. During the October 31<sup>st</sup> mediation, the Parties  
11 negotiated the following revisions to the settlement: (i) a revision to Rule 17 of the Rules Governing  
12 Water and Electric Service; (ii) a revision to the 18 month Remediation Period; (iii) a revision to the  
13 date by which the Tiger Team will be operational; (iv) a revision to the scope of work the CC&B  
14 System Monitoring Expert is to perform involving the Tiger Team and claims administration  
15 activities; (v) a revision to the date by which the Information Technology Department Project  
16 Management Office will be operational; (vi) a revision to the claims process for Solar Subclass  
17 members; and (vii) a revision to the amount of attorneys' fees and expense reimbursement which  
18 may be sought by Class Counsel; and,

19 WHEREAS, the City and the other Released Parties, defined below, have denied, and  
20 continue to deny, the substantive claims set forth in the complaints in this Action and in the  
21 *Bransford*, *Fontaine*, and *Kimhi* Actions, and have denied and continue to deny any and all  
22 wrongdoing and liability of any kind with respect to any and all facts and claims alleged and  
23 further deny that any Settlement Class Member has suffered any damage caused by the City and  
24 the other Released Parties.

25 **NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND**  
26 **AGREED**, by and between the Parties, through their respective counsel, and subject to the  
27 approval of the Court, that the Actions be settled, compromised and dismissed, on the merits and  
28

with prejudice, and the Released Claims be finally and fully compromised, settled and dismissed as to the Released Parties, subject to and in accordance with the following terms and conditions:

**II. DEFINITIONS**

As used in this Revised Agreement and the exhibits thereto, in addition to any definitions elsewhere in this Revised Agreement, the following terms shall have the meanings set forth below:

1. “Action” means *Jones v. City of Los Angeles*, Case No. BC577267 pending in the Superior Court of the State of California for the County of Los Angeles.

2. “Actions” means collectively the Action together with the *Bransford, Fontaine*, and *Kimhi* Actions.

3. “Agreement” means the Class Action Settlement Agreement and Limited Release executed on November 18, 2015.

4. “Back-Billing” means the submission of a bill by LADWP to an account holder that includes more than one billing cycle where the prior billing statements had not previously been billed to the account holder. Back-Billing does not include the issuance of a “Cancel-Rebill.”

5. “Cancel-Rebill” means a bill issued that reconciles a customer’s charges from prior bills.

6. “CC&B System” means LADWP’s Customer Care and Billing System used to bill its customers for electricity and water usage, sewage and sanitation services, which went “live” on September 3, 2013.

7. “CC&B System Auditor” means the audit firm hired to conduct CC&B System audits described in Section III.C.2.b. herein.

8. “CC&B System Monitoring Expert” means Paul Bender of Paul Bender Consulting.

9. “Claims Administrator” means Kurtzman Carson Consultants LLC (“KCC”) (formerly known as Gilardi & Co. LLC), an independent service provider whose function shall include the processing of Claim Forms and administration of all claims filed by Settlement Class Members in this Action.

1           10.    “Claim Form” means a document substantially in the form of the document  
2 attached to this Revised Agreement as Exhibit G.

3           11.    “Claim Period” means:

- 4                   a.       for Omnibus Subclass Members, the 60 day period commencing on the  
5                               date of the Class Notice;
- 6                   b.       for Pre-Identified Claims Made Subclass Members, the 60 day period  
7                               commencing on the date of the Class Notice;
- 8                   c.       for Field Work Customers, the 60 day period commencing on the date of  
9                               the Field Work Determination Letter.

10          12.    “Claims Processing Unit” means a team of trained LADWP employees responsible  
11 for examining Claim Forms and supporting documentation submitted by Settlement Class  
12 Members to determine the refunds or credits are due to Settlement Class Members.

13          13.    “Class Counsel” means Landskroner Grieco Merriman, LLC.

14          14.    “Class Notice” means the notices disseminated in connection with the Class Notice  
15 Program substantially in the form of Exhibits A-B hereto.

16          15.    “Class Notice Date” means the later of the last date of published notice, or the last  
17 date of emailed or mailed notice.

18          16.    “Class Notice Program” means the plan for disseminating the Class Notices  
19 described in Section III.D. herein.

20          17.    “Class Representative” means Plaintiff Jones.

21          18.    “Class Representative for the Solar Subclass” means plaintiff Yaar Kimhi.

22          19.    “Complaint” means the First Amended Class Action Complaint filed in the Action.

23          20.    “Court” means the Superior Court of the State of California for the County of Los  
24 Angeles.

25          21.    “Credit/Refund Letter” means the letter disseminated to Pre-Identified Non-Claims  
26 Made Subclass Members in connection with the claims process substantially in the form of  
27 Exhibit D hereto.

28          22.    “Defense Counsel” means Liner LLP.

1           23.     “Effective Date” means the later of the date upon which all appeals, if any, from  
2 the Final Order and Judgment (defined below) have been finally concluded and exhausted, with  
3 the date upon which the time to seek any appellate remedy from the Final Order and Judgment has  
4 expired.

5           24.     “Eligible Claim” means a claim or claims by a Settlement Class Member generally  
6 meeting the criteria for settlement benefits under this Revised Agreement.

7           25.     “Field Work Customer” means any LADWP customer with an open field  
8 investigation as of December 21, 2015.

9           26.     “Field Work Determination Letter” means the letter disseminated to Field Work  
10 Customers in connection with the claims process substantially in the form of Exhibit J hereto that  
11 informs LADWP customers of the LADWP’s determination following the completion of field  
12 work.

13          27.     “Field Work Notification Letter” means the letter disseminated to Field Work  
14 Customers in connection with the claims process substantially in the form of Exhibit I hereto that  
15 notifies Field Work Customers of a pending field investigation.

16          28.     “Final Approval Hearing” means the hearing to be held by the Court to consider  
17 and determine whether the proposed Settlement should be approved of as fair, reasonable and  
18 adequate, and whether the Final Order and Judgment should be entered.

19          29.     “Final Order and Judgment” means a final judgment entered by the Court in  
20 substantially the form attached as Exhibit H to this Revised Agreement.

21          30.     “Identification Letter” means the letter disseminated to a Pre-Identified Claims  
22 Made Subclass Member in connection with the claims process substantially in the form of Exhibit  
23 E hereto.

24          31.     “LADWP” means the Los Angeles Department of Water and Power.

25          32.     “Liaison Counsel” means the Law Offices of Michael J. Libman.

26          33.     “Omnibus Subclass Letter” means the letter disseminated to LADWP customers  
27 who have not been identified as either: (i) Pre-Identified Non-Claims Made Subclass Members or  
28

(ii) Pre-Identified Claims Made Subclass Members in connection with the claims process in substantially the form of Exhibit F hereto.

34. "Parties" means the City of Los Angeles, by and through the Los Angeles Department of Water and Power and Plaintiff Jones on behalf of himself and all others similarly situated.

35. "Persons" means persons and entities, including, without limitation, any individuals, sole proprietorships, associations, companies, partnerships, joint ventures, corporations, trusts, estates, or any other persons or entities.

36. "Plaintiff" or "Plaintiff Jones" means Antwon Jones.

37. "Pre-Identified Subclass Member" means an LADWP customer who has been identified through LADWP's internal records as a member of an identified subclass as addressed herein.

38. "Preliminary Approval Order" means the proposed order preliminarily approving the settlement, substantially in the form of Exhibit C hereto.

39. "Released Claims" means all claims, damages, suits, demands, liabilities, judgments, losses and causes of action which have accrued as of the date of entry of the Order of Preliminary Approval relating to or arising from the billing issues alleged in the operative pleadings in the Actions, including:

- (i) overbilling as a result of charging an incorrect rate, incorrect amount of consumption, incorrect utility tax rate or failing to apply a discount;
- (ii) billing incorrect fees, including but not limited to late payment fees, reconnect fees and/or start service fees;
- (iii) retaining refunds during the period of September 3, 2013 to the present that were due;
- (iv) billing for greater quantities of water, power or sewage than otherwise would have been charged but for the existence of a premise condition;
- (v) the assessment of overdraft fees resulting from the LADWP having charged customers an incorrect billing amount; and

1           (vi)     for solar customers, delay in providing a reservation confirmation to and/or  
2                     connecting the solar system, and/or failure to bill for energy consumed  
3                     and/or generated; and/or failure to credit for excess energy generated by the  
4                     customer's solar power system at any time from February 13, 2010, through  
5                     the date of the entry of the Order of Preliminary Approval,  
6     sounding in law or equity, seeking damages or any other relief, that are now recognized by law or  
7     that may be created or recognized in the future by statute, regulation, judicial decision or in any  
8     other manner, based upon any federal or state statutory or common law including but not limited  
9     to, claims sounding in tort, contract and the consumer protection laws of the United States or of  
10    any state or other jurisdiction within the United States, and all claims, damages, suits, demands,  
11    liabilities, judgments, losses or causes of action which have been, might have been, are now, or  
12    could be asserted by any plaintiff or any Settlement Class Member arising out of, based upon, or  
13    related to, in whole or in part, the facts and circumstances underlying the claims and causes of  
14    action set forth in the Actions.

15           Released claims include claims for economic and non-economic damages that were  
16    proximately caused by the LADWP having overbilled its customers during the time periods set  
17    forth in the operative Complaint in the *Jones Action*. These economic and non-economic damages  
18    may be direct, incidental, or consequential and, by way of example, include: repair costs; services  
19    costs (e.g., the cost of a plumber or electrician to examine or repair a premise condition); finance,  
20    interest, or overdraft charges imposed by a third party; costs related to or arising from erroneous  
21    disconnections; reconnection fees; loss of perishable items; damage to personal property; or loss  
22    of wages or business income. All such losses and damages are expressly deemed Eligible Claims  
23    pursuant to this Revised Agreement and a Settlement Class Member is entitled to seek recovery of  
24    100% of such losses and damages through the Omnibus claims process.

25           Released Claims also include claims for economic and non-economic damages that  
26    resulted in overbilling to customers and were proximately caused by the LADWP's failure to: (i)  
27    timely undertake field investigations, conduct field maintenance, perform meter reads, or provide  
28    accurate information concerning actual utilization; (ii) prorate or allot utilization in accordance



1 with applicable rate schedules; and (iii) comply with disconnection rules. All such losses and  
2 damage are expressly deemed Eligible Claims pursuant to this Revised Agreement and a  
3 Settlement Class Member is entitled to seek recovery of 100% of such losses and damages through  
4 the Omnibus claims process.

5 Released Claims do not include:

- 6 (i) the claims asserted in the action, *Morski v. City of Los Angeles by, and through, the*  
7 *Los Angeles Department of Water & Power*, Los Angeles Superior Court Case No  
8 BC 568722 (the “*Morski Action*”), which allege that the LADWP violated  
9 Ordinance Nos. 180127, 182273, and 170435 (as amended by Ordinance No.  
10 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance No. 177968  
11 and Ordinance No. 179802) by assessing tiered billing without obtaining actual  
12 monthly meter reads and without providing regular, timely, and accurate monthly  
13 bills to its customers (“Non-Monthly Tiered Billing Claims”);
- 14 (ii) causes of Action 27-32 in the First Amended Complaint filed on October 20, 2015  
15 in the action entitled *Macias v. City of Los Angeles erroneously sued as Los*  
16 *Angeles Department of Water and Power, et al.*, Los Angeles Superior Court Case  
17 No. BC594049 (the “*Macias Action*”), which counsel for Plaintiff Macias has  
18 represented will also be asserted in the Third Amended Complaint that will be filed  
19 in the *Macias Action* on or before November 10, 2016;
- 20 (iii) claims for violations of California’s Bane Act, Civil Code § 51.2;
- 21 (iv) claims arising out of field work investigations created after December 21, 2015;
- 22 (v) claims arising out of LADWP’s failure to record or credit payments made by  
23 customers;
- 24 (vi) claims arising from the Back-Billing of customers during the period September 3,  
25 2013 through September 10, 2015; and
- 26 (vii) claims for personal injury.

27 40. “Released Parties” means the City of Los Angeles and all of its divisions,  
28 departments and bureaus.



1           41.     “Remediation Period” means the up to 18-month period during which LADWP will  
2 complete stabilization and remediation of the CC&B System immediately following the Effective  
3 Date.

4           42.     “Revised Agreement” means this executed Revised Class Action Settlement  
5 Agreement and Limited Release.

6           43.     “Settlement” means the settlement embodied in and contemplated by this Revised  
7 Agreement.

8           44.     “Settlement Class” is comprised of:

9                   All LADWP customers who were over-charged for electric, water,  
10                   sewage or sanitation services between the dates of September 3,  
11                   2013 and the present, and who are entitled to credits or refunds for  
12                   electric, water, sewage or sanitation services and/or for participation  
13                   in the LADWP’s solar incentive program from February 13, 2010.

14                   Expressly excluded from the Settlement Class are the Judge to  
15                   whom this case is assigned, any members of the Judge’s immediate  
16                   family, and counsel of record in this action.

17           45.     “Settlement Class Member” means any person included within the Settlement  
18 Class, which includes any person who does not timely exercise his or her right to opt out of the  
19 Settlement Class pursuant to Section III.J. herein.

20           46.     “Special Master” means Barbara R. Barkovich, Ph.D of the firm of Barkovich &  
21 Yap, Inc. (B&Y), who shall be responsible for conducting independent reviews and determination  
22 of claims as requested by any Settlement Class Member, subject to Court approval.

23           All references herein to sections, paragraphs, and exhibits refer to sections, paragraphs and  
24 exhibits to this Revised Agreement, unless otherwise expressly stated.

25           Capitalized terms used in this Revised Agreement, but not defined above, shall have the  
26 meaning ascribed to them in this Revised Agreement and the exhibits attached hereto.

### 27 **III. GENERAL TERMS AND CONDITIONS OF SETTLEMENT**

#### 28 **A. Certification of Settlement Class**

For purposes of settlement only, and not for purposes of liability, and subject to Court  
approval, the Parties hereby stipulate to the certification of a class in this Action, pursuant to

1 California Code of Civil Procedure Section 382, and California Rules of Court Rules 3.764(e) and  
2 3.769(d), with members of the certified Class to comprise only those persons defined herein as the  
3 Settlement Class.

4 **B. Settlement Subclasses**

5 The Settlement Class is comprised of the following 7 Subclasses: (i) Overbilled Subclass;  
6 (ii) Incorrect Fee Subclass; (iii) Unrefunded Balance Subclass; (iv) Solar Subclass; (v) Premise  
7 Condition/Estimated Bill Subclass; (vi) Automatic Bill Payment/Bank Overdraft Charge Subclass;  
8 and (vii) Omnibus Subclass.

9 **1. Overbilled Subclass**

10 The Overbilled Subclass is comprised of all LADWP customers that were overbilled as a  
11 result of being charged an incorrect rate, incorrect amount of consumption, incorrect utility tax  
12 rate or who did not have a discount applied.

13 **2. Incorrect Fee Subclass**

14 The Incorrect Fee Subclass is comprised of all LADWP customers that were charged an  
15 incorrect fee, including but not limited to late payment fees, reconnect fees and/or start service  
16 fees.

17 **3. Unrefunded Balance Subclass**

18 The Unrefunded Balance Subclass is comprised of all LADWP customers that: (i) have  
19 “Closed Accounts” with credit balances and (ii) are owed refunds that have been withheld by the  
20 LADWP during the period of September 3, 2013 to the present.

21 **4. Solar Subclass**

22 All LADWP customers that have installed solar systems and applied to participate in the  
23 Solar Photovoltaic Incentive Program from February 13, 2010 to date and: (i) experienced delay  
24 beyond 30 days after submission of a complete Incentive Application and Supporting  
25 Documentation and/or indication that the solar system was fully permitted and ready for  
26 inspection in receiving a reservation confirmation and/or connecting the solar system; and/or (ii)  
27 have not been billed for energy consumed and/or generated; and/or (iii) have not been credited for  
28 excess energy generated by the customer’s solar power system.

1                   **5.       Premise Condition/Estimated Bill Subclass**

2           The Premise Condition/Estimated Bill Subclass is comprised of all LADWP customers  
3 that: (i) unbeknownst to the customer, had a premise condition that caused excessive consumption  
4 of water and/or power; (ii) received estimated bills for multiple billing periods after September 3,  
5 2013; (iii) because of these estimated bills, were prevented from timely discovering the premise  
6 condition; and (iv) were charged for greater quantities of water, power or sewage than they  
7 otherwise would have been charged.

8                   **6.       Automatic Bill Payment/Bank Overdraft Charge Subclass**

9           The Automatic Bill Payment/Bank Overdraft Charge Subclass is comprised of all LADWP  
10 customers that: (i) were enrolled in an automatic bill payment plan with a bank and (ii) were  
11 charged overdraft fees because the LADWP charged the customer an incorrect amount, which, in  
12 turn, resulted in the customer's bank account being overdrawn.

13                   **7.       Omnibus Subclass**

14           All LADWP customers that believe that they were: (i) incorrectly assessed a charge  
15 associated with their power, water, sewage or sanitation services at any time from September 3,  
16 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise  
17 damaged as a result from their participation in the LADWP's solar incentive program at any time  
18 from February 13, 2010 to the present.

19           A Settlement Class Member may be a member of one or more of the subclasses listed  
20 above. Subject to the terms and conditions of this Revised Agreement, the Parties agree not to  
21 oppose any efforts to certify such a class. A certification pursuant to this paragraph shall not  
22 constitute, in this or any other proceeding, an admission, finding or evidence that any requirement  
23 for class certification is otherwise satisfied, except for the expressly enumerated purposes in this  
24 Revised Agreement.

25           If the CC&B System Monitoring Expert identifies customers who have not been identified  
26 as belonging to a subclass but who have received bills with billing errors, such customers will be  
27 entitled to 100% credit (in the case of current customers) or refund (in the case of former  
28 customers) of the overcharge or damage caused by the LADWP.

1           **C.     Settlement Relief**

2           In consideration for the dismissal of the Actions and the covenants arising under the terms  
3 of this Revised Agreement, the Parties hereby agree as follows:

4                   **1.     Monetary Relief**

5                           **a.     Pre-Identified Non-Claims Made Subclass Members**

6           The Parties agree that members of the: (i) Overbilled Subclass; (ii) Incorrect Fee Subclass;  
7 (iii) Unrefunded Balance Subclass; and (iv) Solar Subclass (“Pre-Identified Non-Claims Made  
8 Subclass Members”) shall be pre-identified as members of each of these subclasses from the  
9 internal records of the LADWP and the methodology for identification shall be verified and tested  
10 for fairness and for reasonableness by the CC&B System Monitoring Expert.

11           The Parties further agree that the LADWP shall credit (in the case of current customers) or  
12 refund (in the case of former customers) 100% of any amounts that the LADWP overcharged or  
13 damaged “Pre-Identified Non-Claims Made Subclass Members” during the period September 3,  
14 2013 through the present for electric, water, sewage, and sanitation customers, and during the  
15 period February 13, 2010 through the present for members of the Solar Subclass. The amounts to  
16 be: (i) credited to current customers; and (ii) refunded to former customers who are “Pre-  
17 Identified Non-Claims Made Subclass Members” shall be determined by the LADWP, and the  
18 methodology used to determine the amounts shall be verified for fairness and for reasonableness  
19 by the CC&B System Monitoring Expert and subject to Court approval. In determining such  
20 amount, the LADWP shall calculate the amount to be credited or refunded by applying the  
21 applicable rates and recoverable actual customer usage data for the periods in question for each  
22 Subclass Member. The Parties further agree that Pre-Identified Non-Claims Made Subclass  
23 Members who do not timely exclude themselves as Class Members shall automatically receive the  
24 amount of the credit or refund determined by the LADWP through this process without the need to  
25 file a Claim Form. The terms of any payment will be made as stated in the Class Notice and the  
26 Credit/Refund Letter. Any Pre-Identified Non-Claims Made Subclass Member may seek an  
27 independent review by the Special Master of the determination made by LADWP as set forth in  
28 Section III.I.5. herein.



1 Subclass; and/or (ii) damages the LADWP caused any member of the Automatic Bill  
2 Payment/Bank Overdraft Charge Subclass to incur during the period September 3, 2013 through  
3 the present. Any Pre-Identified Claims Made Subclass Member may seek an independent review  
4 by the Special Master of any determinations made by LADWP as set forth in Section III.I.5.  
5 herein.

6 **c. Omnibus Subclass Members**

7 In recognition of the possibility that some LADWP customers who have not been “pre-  
8 identified” through LADWP’s internal records may believe that they were overcharged or  
9 otherwise damaged as a result of the matters alleged in the Complaint:

10 Any current or former LADWP customers, whether “pre-identified” as a member of any  
11 Subclass, or not, who nevertheless believe they have been otherwise: (i) overcharged as a result of  
12 a billing error made by LADWP at any time since September 3, 2013; or (ii) damaged as a result  
13 of their participation in the LADWP’s solar incentive program at any time since February 13,  
14 2010, may file a Claim Form to recover such overcharge or damages. A claim may be made for  
15 economic and non-economic damages which were proximately caused by an overbilling error.  
16 Such claims can be asserted and will be considered through the claims process. A Settlement  
17 Class Member who wishes to pursue such a claim through a separate lawsuit or a means, other  
18 than the claims process, can request exclusion from the Settlement Class pursuant to Section III.H  
19 of this Revised Agreement.

20 The Parties agree that any member of the Omnibus Subclass who wishes to file a claim  
21 must timely complete and submit a valid Claim Form substantiated by the documentary evidence  
22 specified in the Claim Form to the Court-appointed Claims Administrator. The Claims  
23 Administrator shall be responsible for making an initial determination as to whether such Claim  
24 Forms are complete and shall work with Omnibus Subclass Members who submit incomplete  
25 claims to satisfactorily complete the claims process. The Claims Administrator shall timely  
26 provide all completed claims to the Claims Processing Unit at LADWP.

27 The Claims Processing Unit at LADWP shall examine all Claim Forms and supporting  
28 documentation submitted in support thereof and determine whether any refund or credit is due an

1 Omnibus Subclass Member who has timely submitted a completed claim. The criteria used to  
2 determine the claims of the Omnibus Subclass Members by the Claims Processing Unit shall be  
3 independently evaluated by the CC&B System Monitoring Expert to determine they are fair and  
4 reasonable, subject to the Court's oversight and continuing jurisdiction.

5 In the event that the Claims Processing Unit at LADWP determines that an Omnibus  
6 Subclass Member who has timely submitted a completed claim is due a refund or credit, the  
7 Claims Processing Unit at LADWP shall calculate the amount to be refunded, credited or  
8 otherwise paid to any member of the Omnibus Subclass on the submitted Claim.

9 The Parties agree that, subject to Court approval, the LADWP shall refund 100% of any  
10 amount the LADWP damaged or overcharged any member of the Omnibus Subclass arising from  
11 the allegations in the Complaint, during the period September 3, 2013 through the present, as  
12 determined by the Claims Processing Unit at LADWP.

13 The Parties further agree that, subject to Court approval, LADWP shall refund 100% of  
14 any damages that the Claims Processing Unit at LADWP determines the LADWP caused any  
15 member of the Omnibus Subclass to incur as a result of their participation in the LADWP's solar  
16 incentive program during the period February 13, 2010 through the present. Any Omnibus  
17 Subclass Member may seek an independent review by the Special Master of any determinations  
18 made by LADWP as set forth in Section III.I.5 herein.

19 **d. Timing of Payment**

20 All monetary compensation to be paid out under this Revised Agreement will be paid out  
21 as follows:

22 i. Pre-Identified Non-Claims Made Subclass Members will be  
23 paid out by not later than seven months following the Effective Date; and

24 ii. Pre-Identified Claims Made Subclass Members or Omnibus  
25 Subclass Members will be paid out by not later than seven months following expiration of the  
26 Claim Period.



1                                    e.        **Uncashed and Returned Checks**

2            The funds for any returned or uncashed checks issued to Settlement Class Members will be  
3 held for one year following the expiration of the Remediation Period to correct any errors that may  
4 arise in the distribution of the Settlement refunds. After that time and subject to Court approval,  
5 any uncashed refund checks shall be paid to Share Project, as administered by the United Way,  
6 which is designed for low-income and elderly unemployed LADWP residential customers, who  
7 are not eligible for other aid or welfare assistance, to meet their energy and water needs.

8                                    2.        **Remedial Relief and Corrective Actions**

9            In addition to providing the foregoing monetary consideration, the Parties also hereby  
10 agree that the LADWP will undertake the following remedial and corrective measures in  
11 connection with the Settlement:

12                                    a.        **Create and Adopt CC&B System Performance Metrics and**  
13    **Perform Work Necessary to Achieve and Maintain Compliance**  
   **with these Metrics**

14            While the LADWP has already undertaken certain remedial measures to stabilize the  
15 performance and functioning of the CC&B System, the LADWP hereby agrees that it will  
16 appropriate and expend an additional twenty-million dollars (\$20 million) over the eighteen-month  
17 CC&B System Remediation Period provided for by this Settlement to retain CC&B System  
18 consultants and software engineering consultants including, but not limited to Oracle Corp., to  
19 assist the LADWP in remediating and stabilizing the LADWP's CC&B System to ensure that the  
20 CC&B System generates and delivers timely and accurate customer bills.

21            In addition, to further enhance customer service and ensure timely delivery of accurate  
22 customer bills, Defendant agrees that it will also deploy the human and financial resources  
23 necessary to enable the LADWP to meet, or exceed, the following thirteen objective performance  
24 bench marks on the schedule required by this Revised Agreement:

25    (1)    **Backlogged    Field    Investigation    Cases    Customer**  
26    **High/Low Bill Inquiries**

27            Since the implementation of the CC&B System, the number of field investigation cases has  
28 increased and has exceeded the ability of LADWP to process these field investigation cases in a



timely manner. To further enhance customer service and to ensure accurate and timely billing of customers, LADWP commits to working and completing customer high bill and low bill inquiry cases and to do tasks within the service level goals. Customer high bill and low bill inquiries are tracked in field investigation cases and to do task lists. The High/Low bill field investigation cases and to do's along with other relevant tasks will be tracked and the service level reported:

- Electric High Bill Complaint for Field Investigation CM\_FIEHB
- Electric Low Bill Complaint for Field Investigation CM\_FIELB
- Water High Bill Complaint for Field Investigation CM\_FIWHB
- Water Low Bill Complaint for Field Investigation CM\_FIWLB

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field investigation cases and To Do tasks that were completed during the month that were within 30 days of the field investigation being created.

**Oldest Order** – The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the	> 75%

	initial service window.	
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

## (2) Backlogged Field Investigation Cases with Billing Instructions

Since the implementation of the CC&B System, the number of field investigation cases and to do tasks has increased and has exceeded the ability of LADWP to process these field investigation cases in a timely manner. Customer requests are tracked in field investigation cases and to do task lists. To further enhance customer service and to ensure accurate and timely billing of customers, LADWP commits to working and completing field investigation cases with billing instructions cases and to do tasks within the service level goals. The field investigation cases with billing instructions cases and to do tasks along with other relevant tasks will be tracked and the service level reported:

- Account Service FI To Do CM\_FIASU

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field investigation cases and To Do tasks that were completed during the month that were within 30 days of the field investigation being created.

**Oldest Order** – The age of the oldest field investigation case and To Do task measured

from the date of the field investigation being created to the date that the task was completed.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

**(3) Backlogged Field Investigation Cases Cut-in-Flat and Defective**

Since the implementation of the CC&B System, the number of field investigation cases and to do tasks has increased and has exceeded the ability of LADWP to process these field

investigation cases in a timely manner. LADWP field crews report unmetered electric services that are cut-in-flat, unmetered water service that has a spacer and defective meters. To ensure accurate and timely billing of the customer, LADWP needs to install working meters by either replacing defective meters or working with the customers to resolve the issue necessitating service to be unmetered. The field investigation cases and to do's along with other relevant tasks will be tracked and the service level reported:

- Electric Cut Flat Investigation for FI CM\_FIECF
- Electric Defective Meter Investigation for FI CM\_FIEDF
- Pending Cut Flat or Spacer Case for FI CM\_FIPCS
- Pending Defective Meter Case for FI CM\_FIPDM
- Water Defective Meter Investigation for FI CM\_FIWDF
- Water Spacer Investigation for FI CM\_FIWSP

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field investigation cases and To Do tasks that were completed during the month that were within 30 days of the field investigation being created.

**Oldest Order** – The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate case or To Do	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI		< 60 days

**(4) Backlogged Field Investigation Cases with Other Issues**

Since the implementation of the CC&B System, the number of field investigation cases and to do tasks including final inspection of residential solar systems for participation in the solar incentive program has exceeded the ability of the Department to process these field investigation cases in a timely manner. This metric tracks the field investigation cases and to do's not tracked in other field investigation metrics. These field investigation cases and to do's will be tracked and the service level reported:

- Electric Why High Investigation for FI CM\_FIEWH
- Electric Why Low Investigation for FI CM\_FIEWL
- Electric Classification Survey Investigation for FI CM\_FIECS
- Electric Meter Survey Switch Investigation for FI CM\_FIEMS
- Electric Rate Survey Investigation for FI CM\_FIERS
- Electric Service Investigation for FI CM\_FIESI
- Electric Meter Survey Serves Investigation for FI CM\_FIESS
- Pending Meter Survey Case for FI CM\_FIPSV

- 1 • Water Why High Investigation for FI CM\_FIWWH
- 2 • Water Why Low Investigation for FI CM\_FIWWL
- 3 • Water Classification Survey Investigation for FI CM\_FIWCS
- 4 • Water Meter Survey Switch Investigation for FI CM\_FIWMS
- 5 • Water Rate Survey Investigation for FI CM\_FIWRS
- 6 • Water Service Investigation for FI CM\_FIWSI
- 7 • Water Meter Survey Serves Investigation for FI CM\_FIWSS
- 8 • Request for Meter Survey CMMTRSUR

9 The Department will meet or exceed the following metrics.

10 **On Time Rate** – The percentage of field investigation cases and To Do tasks that were  
 11 completed during the month that were within 30 days of the field investigation being  
 12 created.

13 **Oldest Order** – The age of the oldest field investigation case and To Do task measured  
 14 from the date of the field investigation being created to the date that the task was  
 15 completed.

16 A) After 180 Days

Metric	Description	Service Goals
On Time Rate case or To Do	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open FI	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

23 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To	The age of the oldest field investigation case and To Do task measured from the date of the	< 75 days

1	Do	field investigation being created to the date that the task was completed.	
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3 C) After 540 Days

4	Metric	Description	Service Goals
5	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
6			
7	Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days
8			
9			

#### 11 (5) Backlogged Field Services Field Activities

12 New customers as well as existing customers who wish to start service at a new address or  
 13 existing customers who wish to stop service at their existing address contact LADWP to request  
 14 the utility services be connected or disconnected. LADWP will schedule a Field Service  
 15 representative to visit the customer's premise and start or stop the service and obtain a meter read,  
 16 which is used for the opening or closing bill. The field service field activities are tracked and the  
 17 service level reported:

18 The Department will meet or exceed the following metrics.

19 **On Time Rate** – The percentage of field service field activities that were completed during  
 20 the month that were within 1 business day of the customer requested date for start service  
 21 and 10 business day of the customer requested date for stop service.

22 A) After 180 Days

23	Metric	Description	Service Goals
24	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
25			

1 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 85%

5 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%

10 (6) Defective Meters

11 LADWP field crews report unmetered electric and water services that have defective  
12 meters. To ensure accurate and timely billing of the customer, LADWP needs to install working  
13 meters by replacing defective meters. The replacement of defective meters will be tracked and the  
14 service level reported:

15 The Department will meet or exceed the following metrics.

16 **On Time Rate** – The percentage of field activities to replace defective meters that were  
17 completed during the month that were within 90 days of the date the defective meter was  
18 first reported.

19 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Defective Meter		< 180 days

25 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the	> 50%



	initial service window.	
Oldest Open Defective Meter		< 150 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Defective Meter		< 120 days

#### (7) Cut In Flat Electric Meters and Spacer on Water Meters

LADWP field crews report unmetered electric service that are cut-in-flat and unmetered water service that has a spacer. To ensure accurate and timely billing of the customer, LADWP needs to work with the customers to resolve the issue necessitating service to be unmetered. The tasks to install meters on unmetered services will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field activities to install meters on unmetered services that were completed during the month that were within 90 days of the date the defective meter was first reported.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Cut-In-Flat or Spacer		< 180 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Cut-In-Flat or Spacer		< 150 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Cut-In-Flat or Spacer		< 120 days

#### (8) Backlogged Meter Reread Field Activities

To further enhance customer service and to ensure accurate and timely billing of the customer, LADWP commits to meeting meter reread field activity service level goals. LADWP customers who have an outstanding meter read because: (1) a high low billing exception has occurred and the biller requests a re-read to verify consumption, (2) the customer has requested a re-read of their meter to verify consumption, or (3) the meter reader was unable to gain access to the property to read the meter. The meter re-read field activities will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of meter reread field activities that were within 15 days of the date the defective meter was first reported.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%

1 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%

6 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%

#### (9) Backlogged Field Collections Field Activities

To further enhance customer service and to avoid creating a hardship for a customer by allowing them to become over extended by exceeding their ability to pay, LADWP commits to meeting field collection field activity service level goals to reconnect service after payment or sever service for non-payment in a timely manner. The collection activity will be in compliance with the LADWP field collection policy at the time the collection is attempted. The field collection field activities will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field collection field activities that were within 30 days of the date the defective meter was first reported.

**Oldest Order** – The age of the oldest field collection field activity measured from the date the field can first be worked.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open field collection field activity		< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open field collection field activity		< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open field collection field activity		< 60 days

#### (10) Backlogged Water And Power Distribution Meter Exchange

To further enhance customer service and to ensure accurate and timely billing of the customer, LADWP commits to meeting water and power meter exchange field activity service level goals. The meter exchange field activities will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of meter exchange field activities that were within 30 days of the date the exchange was scheduled for completion.

**Oldest Order** – The age of the oldest meter exchange field activity measured from the date the field activity was scheduled for completion.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%

1	Oldest Open Meter Exchange		< 90 days
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B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Meter Exchange		< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Meter Exchange		< 60 days

### (11) Backlogged Manually Generated Billing To Do's

To further enhance customer service and to ensure accurate and timely billing of customers, LADWP commits to working and completing billing error To Do tasks within the service level goals. The billing To Do tasks will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of billing To Do tasks that were completed within 30 days of the date the To Do task was first created.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 25%

1 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 50%

6 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 95%

## 11 (12) Premise Management

12 The Premise Management Group will be established primarily to aid customers who have  
13 newly installed permanent services, which have not been entered into the CC&B system, and who  
14 are therefore not receiving bills.

15 The Department will establish a premise management group to manage the addition of new  
16 premises and services within the LADWP service territories. The premise management group will  
17 be established within 60 days of final approval of the Settlement.

## 18 (13) Customer Service Call Times And Responses:

19 To further enhance customer service, the LADWP commits to meeting a monthly Average  
20 Speed of Answer (“ASA”) in both their residential and commercials call centers as called out  
21 below. The ASA is the average amount of time it takes for a call to be answered in the call centers  
22 during the month. This includes the amount of time callers wait in the automatic call director  
23 (“ACD”) queue after navigating through the IVR until the agent answers the phone. It also does  
24 not include callers who use a self-service IVR option and never reach the ACD queue.

25 A) After 180 Days

Metric	Description	Service Goals
Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call	< 5 min

	center during a specific time period.	
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B) After 360 Days

Metric	Description	Service Goals
Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call center during a specific time period.	< 4 min

C) After 540 Days

Metric	Description	Service Goals
Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call center during a specific time period.	< 3 min

**b. Appointment of Independent CC&B System Monitoring Expert**

In furtherance of the LADWP's goal of restoring customer confidence and the public's trust and confidence in the LADWP's ability to deliver timely and accurate customer bills and a level of customer service that consistently meets or exceeds industry standards, the Parties further agree that Plaintiff Jones has retained the services of a nationally recognized CC&B consulting expert, Paul Bender of Paul Bender Consulting, to: verify data; establish that the mechanism for identifying affected accounts is accurate and reliable; independently evaluate the criteria used to process the claims; and monitor the CC&B remediation efforts and corrective actions undertaken by the LADWP and its independent CC&B consultants during the Remediation Period, subject to the Court's oversight and continuing jurisdiction.

The CC&B System Monitoring Expert is comprised of a team of senior professionals with extensive experience in information technology and programming, quality assurance and CC&B functionality and solution architecture. The CC&B System Monitoring Expert is owned and operated by Paul L. Bender. Mr. Bender, who earned an MBA from Boston University and is a Certified Public Accountant, has 30 years of financial management and consulting experience,

1 including 20 years as Chief Financial Officer for two large municipal natural gas, water and waste  
2 water utilities (City of Richmond Public Utilities from 1986-1997 and District of Columbia Water  
3 and Sewer Authority from 1997-2005). As a Chief Financial Officer, Mr. Bender successfully  
4 implemented the entire range of financial, customer service and information technology systems  
5 (i.e., CIS, AMR/AMI, call center), and restructured financial and customer service operations to  
6 stabilize systems, to achieve Board of Directors and City Council objectives, and to meet industry  
7 standards. Mr. Bender's most significant and relevant accomplishment as a Chief Financial  
8 Officer involved the successful remediation of a failed CC&B system implementation by  
9 Pricewaterhouse Coopers, LLP at the Water Department for the City of Cleveland. As a result of  
10 the efforts undertaken by Mr. Bender, and the same team of individuals that Mr. Bender has tasked  
11 to work on the LADWP CC&B remediation project, Mr. Bender and his team were able to achieve  
12 virtually 100% meter reading accuracy and customer billings with industry-leading customer  
13 service survey ratings. Mr. Bender's credentials and experience, as well as the credentials and  
14 experience possessed by the individuals assisting Mr. Bender in his work on the LADWP CC&B  
15 remediation project, are detailed in the exhibits to the Supplemental Declaration of Paul L. Bender  
16 in Further Support of Plaintiffs' Motion for Preliminary Approval (the "Supplemental Bender  
17 Decl.").

18 The Parties further agree that the CC&B System Monitoring Expert has been, and will  
19 continue to be afforded reasonable access to the LADWP's CC&B System and its CC&B System  
20 remediation plan and, has been and will continue to be routinely permitted to interview LADWP's  
21 IT staff assigned to the CC&B System remediation project and CC&B System consultants  
22 working on the remediation project for the purpose of monitoring the resources devoted to the  
23 remediation project and LADWP's progress toward meeting or exceeding the metrics specified in  
24 Section III.C.2.a. above. The Parties hereto further agree that the CC&B System Monitoring  
25 Expert has already provided, and will continue to provide independent, detailed written quarterly  
26 reports to Class Counsel, Defense Counsel, the LADWP Board of Commissioners, the Executive  
27 Management of the LADWP, and the Office of Public Accountability, detailing his quarterly  
28 findings.



1 The Parties further agree that Class Counsel shall be responsible for preparing and filing  
2 quarterly status reports with the Court that inform the Court of the CC&B System Monitoring  
3 Expert's quarterly findings. The quarterly reports prepared by the CC&B System Monitoring  
4 Expert will also be attached as Exhibits to the Status Reports to the Court. *The Report of the*  
5 *Independent CC&B System Monitor Concerning Status of Class Action Settlement for the First*  
6 *and Second Quarters of 2016*, dated July 14, 2016, was filed with the Court on or about July 14,  
7 2016. LADWP agrees to pay Class Counsel the costs of the CC&B System Monitoring Expert  
8 based on invoices submitted through Class Counsel. Given that the CC&B System Monitoring  
9 Expert has begun its evaluation, LADWP agrees that invoices may be submitted and, upon  
10 approval, paid prior to Preliminary or Final Approval of the Revised Agreement.

11 c. **Independent CC&B System Audits to Confirm Accuracy of**  
12 **CC&B System**

13 In furtherance of the LADWP's goal to restore customer and public trust and confidence in  
14 the LADWP's ability to deliver accurate and timely customer bills and to consistently deliver  
15 customer service that meets or exceeds industry standards, the Parties hereto further agree that, at  
16 the conclusion of the Remediation Period, the performance capabilities, including the ability of the  
17 CC&B System to consistently deliver timely and accurate customer bills, shall be audited by the  
18 CC&B System Auditor at LADWP's cost. This initial audit report will be completed immediately  
19 following the Remediation Period.

20 The results of the independent CC&B System audit conducted at the end of the  
21 Remediation Period shall be set forth in a detailed audit report that will be provided to the  
22 LADWP Board of Commissioners, the General Manager of the LADWP, the Office of Public  
23 Accountability, Class Counsel, and Defense Counsel.

24 The Parties further agree that 18 months *after* the conclusion of the Remediation Period,  
25 the performance capabilities, including the ability of the CC&B System to consistently deliver  
26 timely and accurate customer bills, shall be audited by the CC&B System Auditor for a second  
27 time at LADWP's cost. The purpose of this second audit shall be to determine and report on  
28

1 whether the CC&B System continues to consistently deliver timely and accurate customer bills 18  
2 months after the Remediation Period has been concluded.

3 The results of this second independent CC&B System audit shall also be set forth in a  
4 detailed audit report that will be provided to the LADWP Board of Commissioners, the General  
5 Manager of the LADWP, the Office of Public Accountability, Class Counsel, and Defense  
6 Counsel.

7 The Parties further agree that, in the event that the second independent audit confirms that  
8 the LADWP is in substantial compliance with its obligations arising under this Revised  
9 Agreement, LADWP's obligations under the Settlement will terminate upon the LADWP's Board  
10 of Commissioners approving the second audit and the Court issuing a final order terminating the  
11 litigation. In addition, the Parties agree that Class Counsel will have access to confirmatory  
12 discovery for the purpose of assessing the LADWP's compliance, or lack thereof, with LADWP's  
13 obligations arising under this Revised Agreement until such time as the Court issues an Order  
14 terminating the litigation.

15 The Parties further agree that Class Counsel shall be responsible for preparing and filing  
16 status reports with the Court that inform the Court of the results of the initial and second  
17 independent CC&B System audits. The independent audit reports prepared by the CC&B System  
18 Auditor will also be attached as Exhibits to all such Status Reports to the Court.

19 **d. Create and Implement Internal Billing "Tiger Team" To**  
20 **Address Unique or Complex Billing Issues**

21 In recognition of the fact that certain types of customer bills often require a heightened  
22 level of customer service, and in furtherance of the LADWP's goal to deliver accurate and timely  
23 bills to all of its customers, including those customers who require a heightened level of customer  
24 care and service, the Parties hereby agree that the LADWP has established and is in the process of  
25 fully staffing a "Tiger Team" with not less than ten customer service representatives who have  
26 extensive training and experience in complex billing matters to address escalated or complex  
27 customer billing concerns.

1 The LADWP has worked with Class Counsel to develop internal guidelines and a process  
2 for identifying and escalating all highly complex customer billing issues to ensure that all  
3 customers, including those customers with extremely complex bills, receive the level of customer  
4 care necessary to timely resolve any and all billing issues.

5 The Tiger Team has become a permanent unit within the LADWP's Customer Service  
6 organization and will be fully staffed within 60 days of the Settlement being preliminarily  
7 approved by the Court.

8 e. **Create and Implement Information Technology Department**  
9 **Project Management Office**

10 In recognition of the fact that the LADWP is the largest municipal utility in the United  
11 States and is anticipated to be replacing and/or significantly upgrading significant portions of its  
12 information technology infrastructure over the course of the next several years, the Parties agree  
13 that the LADWP will permanently establish a Project Management Organization ("PMO") within  
14 six months of the Court preliminarily approving the Settlement. The PMO will be responsible for  
15 managing and implementing all aspects of all future significant information technology projects  
16 undertaken by the LADWP.

17 To properly staff and manage the PMO, the Parties further agree that the LADWP has  
18 created a position titled "Director of Corporate Program Management," conducted a recruiting  
19 campaign and recruited and hired the most qualified candidate available. The Director of  
20 Corporate Program Management will report directly to the LADWP's Chief Administrative  
21 Officer.

22 The Parties further agree that the PMO organization shall be organized, staffed and  
23 managed so as to ensure continuity and adherence to then-current industry best practices. In  
24 addition to the Director of Corporate Program Management the PMO will also be staffed with at  
25 least three Senior Project Managers who will be selected through a competitive process by, and  
26 report directly to, the LADWP's Director of Corporate Program Management. Each of the three  
27 Senior Project Managers will be assigned various IT related projects to be undertaken by the  
28 LADWP and will be responsible for assembling Project Teams of varying size and membership.

Each Project Team will be staffed with qualified individuals drawn from the LADWP's Customer Service Division, IT Division, Field Services, Water Services, Power Services, Financial Services Organization, external consultants and in-house or outside legal counsel, as appropriate to ensure the successful implementation and completion of each IT related project undertaken by the LADWP.

**f. Amend Rule 17 of the Rules Governing Water and Electric Service**

The Parties recognize and agree that:

- i. the timely issuance and collection of accurate customer bills is a cornerstone of sound business practices at the LADWP;
- ii. as a matter of fairness and customer relations, the LADWP is responsible for timely and accurate billing;
- iii. receiving accurate bills at regular intervals in accordance with applicable rules is a basic LADWP customer right;
- iv. the LADWP's failure to issue a bill, as well as issuing an estimated bill due to circumstances within the LADWP's control, may constitute a billing error in certain circumstances; and
- v. in the situations where the LADWP has not issued timely or accurate bills and has nevertheless undertaken to retroactively collect such bills to bring customer accounts current, the LADWP may have created a hardship for its customers.

In recognition of the fact that the LADWP is committed to the issuance of timely and accurate bills to its customers and, pursuant to the terms of this Settlement, the Parties agree that the Board of Commissioners of the LADWP will amend Rule 17 of the Rules Governing Water and Electric Service ("Rule 17") to provide in relevant part:

**1. Residential Customers**

The Department will not back-bill its Residential Customers for a period of time in excess of (i) 3 billing cycles for customers billed bi-monthly or (ii) 6 billing cycles for customers billed monthly, from the date of the last regular read within the customer's most recent billing cycle.

The foregoing back billing limitation is not applicable to: (i) "back-dated service connection"; (ii) energy theft; (iii) water theft; (iv) illegal diversion; (v) fraud; (vi) customer refusing access; and (vii) all instances where delay or error in billing is solely attributable to customer action or inaction which serves to impede LADWP's

ability to conduct its business.

## 2. Commercial Customers

The Department will not back-bill its Commercial Customers for a period of time in excess of (i) 3 billing cycles for customers billed bi-monthly or (ii) 6 billing cycles for customers billed monthly, from the date of the last regular read within the customer's most recent billing cycle.

The foregoing back billing limitation is not applicable to: (i) "back-dated service connection"; (ii) energy theft; (iii) water theft; (iv) illegal diversion; (v) fraud; (vi) customer refusing access; and (vii) all instances where delay or error in billing is solely attributable to customer action or inaction which serves to impede LADWP's ability to conduct its business.

The Parties hereto also agree that all residential and commercial customers that have been Back-Billed at any time since September 11, 2015 through November 18, 2016 will be credited for any amounts billed in excess of 3 billing cycles for those customers billed bi-monthly, or 6 billing cycles for those customers billed monthly. The Parties also agree that all residential and commercial customers who receive a Back-Bill between the dates of September 3, 2013 and the close of the Remediation Period shall have a period of four years from the date on which they receive the Back-Bill to pay the entirety of the Back-Billed amount only, in full, without penalty or interest, in equal monthly installments. To qualify for the foregoing, customers must remain current on their most recent bill. The Parties further agree that, in the event that any residential or commercial customer fails to timely make any payments due of any portion of the Back-Billed amounts in accordance with these terms, the entirety of the Back-Billed amount shall immediately become due and payable.

g. **Settlement Class Members Who Entered Into A Payment Arrangement Schedule With The LADWP Due To Receiving A Delayed Bill At Any Time From September 3, 2013 Through November 18, 2016 Who Have Outstanding Payment Arrangement Balances Due May Elect To Extend The Term of Their Payment Arrangement Schedule By One Additional Year**

The Parties agree that any Settlement Class Member who: (i) has entered into a Payment Arrangement Schedule with the LADWP at any time from September 3, 2013 through November 18, 2016, (ii) has an outstanding Payment Arrangement balance due, and (iii) is current on their

1 Payment Arrangement payments, may elect to extend the term of their Payment Arrangement  
2 schedule by one additional year.

3 Qualified Settlement Class Members may extend the term of a Payment Arrangement  
4 schedule by one additional year by contacting the LADWP.

5 Once qualified Settlement Class Members have made this election, the LADWP will  
6 process all qualifying requests within thirty (30) days of such election having been made and will  
7 provide such Settlement Class Members with a new Payment Arrangement schedule that reflects  
8 the new terms and payment structure.

9 **D. Class Notice Program**

10 Not later than 90 business days after the entry of the Order granting Preliminary Approval,  
11 Class Counsel shall cause Class Notice to be disseminated as directed in the Order of Preliminary  
12 Approval as follows:

13 **1. Mailed Class Notice**

14 Defendant shall directly mail, via United States First Class Mail, a long form Class Notice  
15 to all those customers of LADWP for whom Defendant has street addresses and with whom  
16 Defendant routinely communicates via United States First Class Mail pursuant to customers'  
17 instructions in substantially the form of Exhibit A hereto. Prior to mailing the Class Notice, the  
18 National Change of Address Clearance database will be checked to verify updated address listings.  
19 The Mailed Class Notice shall:

- 20 a. contain a short, plain statement of the background of the Action and the  
21 Settlement;
- 22 b. describe the relief outlined in this Revised Agreement;
- 23 c. state that any relief to Settlement Class Members is contingent on the  
24 Court's final approval of the Settlement;
- 25 d. inform Settlement Class Members that, if they do not exclude themselves  
26 from the Settlement Class, they may be eligible to receive the relief under  
27 the Settlement;
- 28 e. inform Settlement Class Members that they may exclude themselves from

- 1 the Class by mailing to the Claims Administrator a written exclusion  
2 request postmarked no later than 30 days after the Class Notice Date;
- 3 f. inform Settlement Class Members that they may object to the proposed  
4 Settlement by mailing to the Claims Administrator a written statement of  
5 objections no later than 30 days after the Class Notice Date;
- 6 g. inform Settlement Class Members that any Final Order and Judgment  
7 entered, whether favorable or unfavorable to the Settlement Class, shall  
8 include, and be binding on, all Settlement Class Members who have not  
9 been excluded from the Class, even if they have objected to the Settlement;
- 10 h. inform Settlement Class Members of the terms of the Release; and
- 11 i. inform Settlement Class Members that they may seek an independent  
12 review by the Special Master of any determinations made by LADWP and  
13 provide instructions for how to do so;
- 14 j. be made available, upon request, in the following languages in addition to  
15 English: Spanish; Chinese; Korean; Vietnamese; and Tagalog.

16 **2. Emailed Class Notice**

17 Defendant shall send via email, a long form Class Notice to all those customers of  
18 LADWP for whom Defendant has email addresses and with whom Defendant routinely  
19 communicates via email pursuant to customers' instructions in substantially the form of Exhibit A  
20 hereto. The Emailed Class Notice shall:

- 21 a. contain a short, plain statement of the background of the Action and the  
22 Settlement;
- 23 b. describe the relief outlined in this Revised Agreement;
- 24 c. state that any relief to Settlement Class Members is contingent on the  
25 Court's final approval of the Settlement;
- 26 d. inform Settlement Class Members that, if they do not exclude themselves  
27 from the Settlement Class, they may be eligible to receive the relief under  
28 the Settlement;



- e. inform Settlement Class Members that they may exclude themselves from the Class by mailing to the Claims Administrator a written exclusion request postmarked no later than 30 days after the Class Notice Date;
- f. inform Settlement Class Members that they may object to the proposed Settlement by mailing to the Claims Administrator a written statement of objections no later than 30 days after the Class Notice Date;
- g. inform Settlement Class Members that any Final Order and Judgment entered, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the Settlement;
- h. inform Settlement Class Members of the terms of the Release; and
- i. inform Settlement Class Members that they may seek an independent review by the Special Master of any determinations made by LADWP and provide instructions for how to do so;
- j. be made available, upon request, in the following languages in addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog.

**3. Published Class Notice**

Defendant shall cause a summary notice to be published in the form of Exhibit B hereto one time in *The Los Angeles Times* and one time in *La Opinion*. The Published Class Notice shall not be less than ¼ of a page. The Published Class Notice shall:

- a. contain a short, plain statement of the background of the Action and the Settlement;
- b. describe the relief outlined in this Revised Agreement;
- c. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive the relief under the Settlement;
- d. inform Settlement Class Members that they may exclude themselves from the Class by mailing to the Claims Administrator a written exclusion



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- request postmarked no later than 30 days after the Class Notice Date;
- e. inform Settlement Class Members that they may object to the proposed Settlement by mailing to the Claims Administrator a written statement of objections no later than 30 days after the Class Notice Date; and
- f. inform Settlement Class Members that any Final Order and Judgment entered, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the Settlement.

1                               **4.     Internet and Website Class Notice**

2           Class Notice of the Settlement will also be published on LADWP's website and on the  
3 Claims Administrator's website, which the Claims Administrator will maintain to facilitate the  
4 administration of the Settlement and to facilitate the online exchange of information with Class  
5 Members.

6           The Parties agree that the methods of Class Notice set forth in these Sections D.1.-D.4.  
7 constitute the best form of notice to the Settlement Class that is practicable under the  
8 circumstances.

9           Defendant shall pay all costs and expenses associated with disseminating the Class Notice  
10 described herein.

11                           **E.     Release, Waiver and Covenant Not To Sue**

12           As of the Effective Date, and in consideration of this Revised Agreement and the benefits  
13 extended to the Settlement Class, Plaintiff Jones, on behalf of himself and the Settlement Class  
14 Members, and each Settlement Class Member, on behalf of himself or herself and his or her  
15 respective successors and assigns hereby fully releases and forever discharges the Released Parties  
16 from the Released Claims.

17           Plaintiff Jones, on behalf of himself and the Settlement Class Members, fully understands  
18 that if any fact relating to any matter covered by this Revised Agreement is later found to be other  
19 than, or different from, the facts now believed by Plaintiff Jones to be true, Plaintiff Jones, on  
20 behalf of himself and the Settlement Class Members, expressly accepts and assumes the risk of  
21 such possible differences in fact and acknowledge that this Revised Agreement shall nevertheless  
22 remain fully binding and effective.

23           Upon entry of the Final Order and Judgment, Plaintiff Jones shall have, and each and every  
24 Settlement Class Member shall be deemed to have, on behalf of the Settlement Class Member and  
25 the Settlement Class Members' respective successors and assigns, covenanted and agreed to: (i)  
26 forever refrain from instituting, maintaining or proceeding in any action against the Released  
27 Parties with respect to any Released Claims; (ii) release and forever discharge the Released Parties  
28 from each and every such Released Claim; and (iii) this Revised Agreement being pleaded as a

1 full and complete defense to, and being used as the basis for a temporary restraining order or  
2 preliminary or permanent injunction against, any action, suit or other proceeding which has been  
3 or may be instituted, prosecuted, continued to be prosecuted, or attempted, asserting any Released  
4 Claim.

5 In addition, Defendant hereby releases, discharges and waives any and all claims that  
6 Defendant had or may have had, asserted or not, against Plaintiff Jones or Plaintiff Jones' counsel.

7 **F. Confirmatory Discovery**

8 The Settlement is subject to Plaintiff Jones completing reasonable confirmatory discovery  
9 including, but not limited to, any of the following: (1) requesting that LADWP respond to and  
10 produce documents responsive to a request by Plaintiff Jones for the information below and (2)  
11 requesting that LADWP provide evidence from designated LADWP representatives in the subject  
12 areas of requested inquiry:

- 13           ▪ Criteria used for identification of membership in each identified sub-class;
- 14           ▪ The internal methodology, criteria, queries used and data relied upon for the  
15           evaluation of all class members' accounts to determine credit or refund  
              eligibility and amount of credit or refund and validation protocols;
- 16           ▪ Reports and all data documenting the total payment of credits and/or refunds  
17           issued to customers and from ongoing remediation efforts;
- 18           ▪ Remediation implementation protocols, progress reports, updates, and the  
              metrics generated from reporting; and
- 19           ▪ Such other items as are mutually agreed upon to confirm the fairness,  
20           reasonableness and adequacy of the Settlement.

21 **G. Non-Admission of Liability**

22 This Revised Agreement is made for settlement purposes only, neither the fact of nor any  
23 specific provision contained in this Revised Agreement nor any action taken hereunder shall  
24 constitute, or be construed as, any admission of the validity of any claim or any fact alleged by  
25 Plaintiff Jones or by any other person included within the Settlement Class of any wrongdoing,  
26 fault, violation of law, or liability of any kind on the part of Defendant. This Revised Agreement  
27 constitutes a compromise pursuant to California Evidence Code Section 1152(a). It shall not be  
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1 offered or be admissible, either in whole or in part, as evidence against Defendant, except in any  
2 action or proceeding to enforce its terms.

3 **H. Preliminary Approval**

4 Plaintiff Jones shall present this Revised Agreement to the Court seeking certification of  
5 the Settlement Class and preliminary approval of the Settlement reflected in this Revised  
6 Agreement on November 18, 2016. Defendant shall join in Plaintiff Jones' request for  
7 preliminary approval of this Revised Agreement and certification of the Settlement Class. The  
8 Parties shall apply for an order substantially in the form of Exhibit C hereto ("Preliminary  
9 Approval Order"). The Parties shall request an order that seeks, among other things:

- 10 a. the consolidation of the *Jones, Bransford, Fontaine, and Kimhi* Actions;
- 11 b. preliminary approval of this Revised Agreement;
- 12 c. certification, for settlement purposes, of the Settlement Class;
- 13 d. approval of the Notices in the form substantially similar to those attached as
- 14 Exhibits A and B hereto; and
- 15 e. a schedule for final approval of the Settlement.

16 **I. Claims Process**

17 Settlement Class membership and the amount of monetary relief to which each Settlement  
18 Class Member may be entitled will be accomplished by a process that includes: (i) pre-  
19 identification and/or (ii) self-identification of Settlement Class Members. The date of mailing  
20 Identification or Omnibus Subclass Letters will correspond to the date on the letters.

21 **1. Pre-identification**

22 **a. Pre-Identified Non-Claims Made Subclass Members**

23 Simultaneous with the Class Notice being provided, Defendant shall also provide each Pre-  
24 Identified Non-Claims Made Subclass Member with a Credit/Refund Letter in substantially the  
25 form of Exhibit D hereto, either by United States First Class Mail or email. The Credit/Refund  
26 Letter shall identify those Settlement Class Members that are included in the Pre-Identified Non-  
27 Claims Made Subclass and the amount of monetary credit (if the Pre-Identified Non-Claims Made  
28 Subclass Member is a current LADWP customer) or refund (if the Pre-Identified Non-Claims

1 Made Subclass Member is a former LADWP customer with a closed LADWP account) to which  
2 each Pre-Identified Non-Claims Made Subclass Member is entitled, based on computations  
3 performed by Defendant and criteria for those computations shall be verified for fairness and for  
4 reasonableness by the CC&B System Monitoring Expert.

5 Such Credit/Refund Letters shall indicate: (a) the particular Subclass(es) in which each  
6 Pre-Identified Non-Claims Made Subclass Member is included; (b) the amount of the monetary  
7 credit or refund that each Pre-Identified Non-Claims Made Subclass Member is entitled; and (c)  
8 instructions on how to opt-out, in the event that a Pre-Identified Non-Claims Made Subclass  
9 Member wishes to exclude himself/herself from the Settlement Class. Such Credit/Refund Letters  
10 shall further state that, in the event the Court finally approves the Settlement, and the Pre-  
11 Identified Non-Claims Made Subclass Member is satisfied with the amount of the monetary credit  
12 or refund identified in the Credit/Refund Letter, the Pre-Identified Non-Claims Made Subclass  
13 Member need not take any further action to recover the credit or refund. Such Credit/Refund  
14 Letters shall also further state that any Pre-Identified Non-Claims Made Subclass Member who is  
15 not satisfied with the amount of the monetary credit or refund identified in the Credit/Refund  
16 Letter shall be entitled to request that an independent review be conducted by the Special Master.  
17 For those Subclass Members who wish to pursue an independent review, the Class Notice will  
18 provide information and instructions for how to do so.

19 **b. Pre-Identified Claims Made Subclass Members**

20 Simultaneous with the Class Notice being provided, Defendant shall also provide each Pre-  
21 Identified Claims Made Subclass Member with an Identification Letter in substantially the form of  
22 Exhibit E hereto, either by United States First Class Mail or email. The Identification Letter shall  
23 identify those Settlement Class Members that are included in the Pre-Identified Claims Made  
24 Subclass.

25 Such Identification Letters shall indicate: (a) the particular Subclass(es) in which each Pre-  
26 Identified Claims Made Subclass Member is included; (b) instructions on how to obtain a Claim  
27 Form or file an electronic claim via the Claims Administrator's website, which will detail the  
28 necessary information that each Pre-Identified Claims Made Subclass Member must provide in

1 order to receive a monetary credit (if the Pre-Identified Claims Made Subclass Member is a  
2 current LADWP customer) or refund (if the Pre-Identified Claims Made Subclass Member is a  
3 former LADWP customer with a closed LADWP account), if so entitled; and (c) instructions on  
4 how to opt-out, in the event that a Pre-Identified Claims Made Subclass Member wishes to  
5 excluded himself/herself from the Settlement Class. Such Identification Letters shall also further  
6 state that any Pre-Identified Claims Made Subclass Member who is not satisfied with the amount  
7 of the monetary credit or refund ultimately determined to be due such Subclass Member by the  
8 Claims Processing Unit shall be entitled to request that an independent review be conducted by the  
9 Special Master. For those Subclass Members who wish to pursue an independent review, the  
10 Class Notice will provide information and instructions for how to do so.

11 **2. Self-Identification**

12 Simultaneous with the Class Notice being provided, Defendant shall also provide each  
13 LADWP customer that has not been identified as either a: (i) Pre-Identified Non-Claims Made  
14 Subclass Member or (ii) Pre-Identified Claims Made Subclass Member with an Omnibus Subclass  
15 Letter in substantially the form of Exhibit F hereto, either by United States First Class Mail or  
16 email. The Omnibus Subclass Letter shall notify these LADWP customers that, despite not  
17 having been identified as a member of the Pre-Identified Non-Claims Made Subclass or the Pre-  
18 Identified Claims Made Subclass, these LADWP customers may submit a Claim Form in order to  
19 receive a monetary credit, (if a current LADWP customer) or refund (if a former LADWP  
20 customer with a closed LADWP account), as a result of: (i) a billing error made by LADWP at  
21 any time since September 3, 2013; or (ii) damage as a result of their participation in LADWP's  
22 solar incentive program at any time since February 13, 2010. Such Omnibus Subclass Letters  
23 shall indicate: (a) instructions on how to obtain a Claim Form or file an electronic claim via the  
24 Claims Administrator's website; and (b) instructions on how to opt-out to excluded himself/herself  
25 from the Settlement Class. Such Omnibus Subclass Letters shall also further state that any  
26 Subclass Member who reasonably believes that the amount of the monetary credit or refund  
27 ultimately determined to be due such Subclass Member by the Claims Processing Unit is incorrect  
28 shall be entitled to request that an independent review be conducted by the Special Master. For

1 those Subclass Members who wish to pursue an independent review, the Class Notice will provide  
2 information and instructions for how to do so.

3 The Claim Form shall be made available, upon request, in the following languages in  
4 addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog. Any Omnibus  
5 Subclass Member who is not satisfied with the amount of the monetary credit or refund  
6 determined to be due such Subclass Member by the Claims Processing Unit shall be entitled to  
7 request that an independent review be conducted by the Special Master. For those Omnibus  
8 Subclass Members who wish to pursue an independent review, the Class Notice will provide  
9 information and instructions for how to do so.

### 10 **3. Pending Field Work Investigations**

11 Simultaneous with the Class Notice being provided, each Field Work Customer will  
12 receive a Field Work Investigation Notification Letter substantially in the form of Exhibit I  
13 advising the customer of a pending field work investigation. Once the field work investigation is  
14 completed, a Field Work Customer will be sent a Field Work Investigation Determination Letter  
15 substantially in the form of Exhibit J informing the Field Work Customer of the result of the  
16 LADWP's field work investigation. If, after receiving a Field Work Investigation Determination  
17 Letter, a Field Work Customer believes s/he was incorrectly assessed a charge associated with  
18 his/her power, water, sewage or sanitation services, the customer may submit a Claim Form within  
19 60 days of the date of the Field Work Investigation Determination Letter.

### 20 **4. Claims Administrator**

21 The Court has appointed Kurtzman Carson Consultants LLC ("KCC") as the independent  
22 Claims Administrator. The Claims Administrator shall be responsible for effectuating the claims  
23 process under the supervision of Class Counsel and the Independent CC&B Billing System  
24 Monitoring Expert. The Claims Administrator shall be delegated the authority to administer and  
25 process eligible claims during the Claim Period.

### 26 **5. Special Master**

27 Any Settlement Class Member who wishes to dispute the amount of the monetary credit or  
28 refund determined by the LADWP or the Claims Processing Unit may request that an independent



1 review be conducted by the Court-appointed Special Master (a “Special Master Review”). A  
2 request for Special Master Review must be made to the Claims Administrator within 30 days as  
3 specified in the Notice. Any Settlement Class Member seeking a Special Master Review shall  
4 initiate this process by sending a letter, via First Class Mail, which: (a) states that the Settlement  
5 Class Member disputes the amount of the monetary credit or refund and desires to initiate a  
6 Special Master Review; (b) explains the reason(s) the Settlement Class Member is disputing the  
7 amount of the monetary credit or refund and states all facts relied upon by such Settlement Class  
8 Member in disputing the amount of the monetary credit or refund; (c) attaches all documents  
9 relied upon by the Settlement Class Member in disputing the amount of the monetary credit or  
10 refund; and (d) requests that the Special Master review the determination and make a  
11 determination as to whether: (i) the LADWP or the Claims Processing Unit's determination  
12 should be adopted; or (ii) an alternative finding should be made. A request for a Special Master  
13 Review must be dated and signed by the Settlement Class Member and sent to: Special Master  
14 Barbara R. Barkovich, Ph.D - LADWP Billing Class Action, c/o Kurtzman Carson Consultants.  
15 All requests for a Special Master Review must be postmarked within 30 days of the date of the  
16 letter informing the Settlement Class Member of the amount of the monetary credit or refund  
17 determined by the LADWP or the Claims Processing Unit that is being disputed.

18         The Court has appointed Barbara R. Barkovich, Ph.D as the independent Special Master,  
19 who shall be responsible for conducting all independent reviews requested by any Settlement  
20 Class Member. The Special Master shall be responsible for obtaining from LADWP and/or the  
21 Class Member the information the Special Master deems necessary and required to review and  
22 adjudicate each request for independent review. The Special Master will determine the validity of  
23 claims on a *de novo* review decided upon the preponderance of the evidence. LADWP agrees to  
24 provide the Special Master with any information requested. All determinations made by the  
25 Special Master shall be made solely by the Special Master and shall be submitted to the Court in  
26 the form of a “Report and Recommendation.” The Special Master shall inform individual Class  
27 Members by letter as to her determinations of their respective claims. Any Class Member who  
28 wishes to contest the Special Master’s determination of that Class Member’s claim shall submit,



1 via First Class Mail and within 30 days of the date of the Special Master's determination letter, a  
2 letter to the Court requesting a review by the Court, stating the grounds for disputing the  
3 determination, and submitting any supportive documentation.

4 Special Master Dr. Barbara Barkovich has been a consultant and expert on energy and  
5 regulatory matters since 1985. Dr. Barkovich has extensive experience in assisting consumers of  
6 utility services in negotiations with utilities on pricing and service matters and in negotiation of  
7 settlement agreements on complex regulatory matters. She holds a BA in physics from the  
8 University of California at San Diego, an MS in Urban and Policy Sciences from the State  
9 University of New York at Stony Brook, and a Ph.D in Energy and Resources from the University  
10 of California at Berkeley. Dr. Barkovich is the owner and operator of Barkovich & Yap. Dr.  
11 Barkovich's credentials and experience, as well as the credentials and experience possessed by the  
12 individuals assisting Dr. Barkovich in her work as the Court-appointed Special Master in this  
13 litigation, are detailed in Exhibit 3 to the Supplemental Declaration of Jack Landskroner in Further  
14 Support of Plaintiffs' Motion for Preliminary Approval (the "Supplemental Landskroner Decl.").  
15 LADWP agrees to pay the costs of the Special Master.

#### 16 **6. Costs of Settlement Administration**

17 All costs and expenses incurred in implementing and administering the Settlement shall be  
18 paid by Defendant. The Claims Administrator shall, under the supervision of the Court,  
19 administer the Settlement provided by this Revised Agreement by processing and resolving claims  
20 in a rational, responsive, cost-effective, and timely manner. The Claims Administrator shall  
21 maintain detailed records of its activities under this Revised Agreement in a computerized  
22 database and shall furnish counsel for the Parties with monthly reports of the activities undertaken  
23 by the Claims Administrator in administering the Settlement.

#### 24 **J. Requests for Exclusion From The Settlement Class**

25 Any person included within the Settlement Class who wishes to be excluded from  
26 membership in the Settlement Class must do so in writing by mailing a written request for  
27 exclusion to the Claims Administrator. Such requests must be postmarked no later than 30 days  
28 from the Class Notice Date. The request must: (i) clearly express the Settlement Class Member's

1 desire to be excluded or to “opt out” from the Settlement Class; (ii) include the Settlement Class  
2 Member’s name, address, telephone number, LADWP account number and, if represented by  
3 counsel, counsel’s name, address and telephone number; and (iii) be signed by the Settlement  
4 Class Member.

5 If a Settlement Class Member has multiple LADWP accounts and wishes to be excluded  
6 from membership in the Settlement Class, the Settlement Class Member must submit a request for  
7 exclusion for each separate account.

8 Any Person who is a member of the Settlement Class who wishes to be excluded from the  
9 Settlement Class can only opt out for him or herself, and cannot opt out for any other Person. Nor  
10 can any Person who is a Settlement Class Member authorize any other Person to opt out on his or  
11 her behalf.

12 Any Settlement Class Member who has filed an objection to the fairness, reasonableness or  
13 adequacy of the proposed Settlement pursuant to Section III.K. herein shall be deemed not to have  
14 opted out of the Settlement Class pursuant to this paragraph. However, in the event that a  
15 Settlement Class Member makes a submission to the Court and the Parties that appears to assert  
16 both an objection to the fairness, reasonableness or adequacy of the proposed Settlement, and a  
17 statement of intent to opt out of the Settlement Class, such submission shall be treated as a  
18 statement of intent to opt out of the Settlement Class, but not an objection.

19 **K. Objections and Requests To Appear At Final Approval Hearing**

20 Any Settlement Class Member who has not timely filed a written request for exclusion  
21 from the Settlement Class pursuant to Section III.J. herein may object to the fairness,  
22 reasonableness or adequacy of the proposed Settlement, Plaintiff Jones’ application for a  
23 reimbursement award, or Class Counsel’s application for an award of attorneys’ fees or  
24 reimbursement of expenses. Each Settlement Class Member who wishes to object must do so in  
25 writing by mailing a written objection to the Claims Administrator, who shall submit all objections  
26 to the Court and mail them to the Parties’ respective counsel at the addresses set forth in Section  
27 III.N.11. herein. Any such objection must be mailed to the Claims Administrator no later than 30  
28 days after the Class Notice Date. Any such objection must: (i) state, in detail, the legal and factual

1 ground(s) for the objection; (ii) include the Settlement Class Member's name, address and  
2 telephone number and LADWP account number, and, if represented by counsel, counsel's name,  
3 address and telephone number; and (iii) be signed by the Settlement Class Member.

4 Settlement Class Members may object either on their own or through an attorney hired at  
5 their own expense. If the objecting Settlement Class Member hires an attorney to represent him or  
6 her, that attorney must file with the Court and serve upon the Parties' respective counsel at the  
7 addresses set forth in Section III.N.11. herein, a notice of appearance no later than 30 days prior to  
8 the Final Approval Hearing.

9 Any objection that fails to satisfy the requirements of this Section, or that is not properly  
10 and timely submitted, will be deemed ineffective, and will be deemed by the Parties to have been  
11 waived, and the Parties reserve their right to argue that the Settlement Class Member asserting  
12 such objection is therefore not entitled to have his or her objection heard or otherwise considered  
13 by the Court.

14 Settlement Class Members or their counsel who wish to appear at the Final Approval  
15 Hearing must make such request by notifying the Clerk of the Court and the Parties' respective  
16 counsel in writing at the addresses set forth in Section III.N.11. herein ("Notice of Intention to  
17 Appear"). Any such request must be filed with the Clerk of the Court and received by the Parties'  
18 respective counsel no later than 30 days prior to the Final Approval Hearing and must state the  
19 name, address, telephone number and LADWP account number of the Settlement Class Member,  
20 as well as the name, address and telephone number of the person who will appear on his or her  
21 behalf. Any such request must further indicate that the Settlement Class Member has timely  
22 objected to the Settlement in compliance with the requirements of this Section of this Revised  
23 Agreement. Any request for appearance that fails to satisfy the requirements of this Section, or  
24 that has not been properly or timely submitted, may be deemed ineffective and shall be deemed to  
25 constitute a waiver of such Settlement Class Member's right to appear and to be heard on the  
26 Settlement at the Final Approval Hearing.

1           **L. Attorneys' Fees and Costs**

2           In connection with the June/July, 2015 mediation, the Parties did not conduct any  
3 negotiations concerning the amount of attorneys' fees to be paid or expenses to be reimbursed  
4 until *after* the Parties had reached agreement on the *entirety* of the Settlement. Similarly, in  
5 connection with the October 31, 2016 mediation, the Parties did not conduct any negotiations  
6 concerning the amount of any incremental increase in reasonable attorneys' fees to be paid or  
7 expenses to be reimbursed until *after* the Parties had reached agreement on the *entirety* of the  
8 Settlement Agreement revisions. All negotiations concerning the amount of attorneys' fees to be  
9 paid or expenses to be reimbursed were conducted exclusively by the Parties through the mediator,  
10 the Hon. Dickran Tevrizian (Ret.).

11           Plaintiff Jones will make an application to the Court for: (i) an award of attorneys' fees in  
12 an amount not to exceed \$19,000,000 at the time of Final Approval, from which all Court-  
13 approved plaintiffs' attorneys' fees applications shall be paid; (ii) reimbursement of expenses  
14 incurred in connection with the prosecution of the litigation in an amount not to exceed  
15 \$3,000,000 (reimbursement of expenses incurred by the CC&B System Monitoring Expert is  
16 capped at \$2,500,000 and reimbursement of expenses incurred by all plaintiffs' counsel is capped  
17 at \$500,000); and (iii) service awards in the amount of \$5,000 each for Plaintiff Jones, Yaar  
18 Kimhi, Tahl Beckerman Megerdichian and Yelena Novak. Defendant has agreed it will not object  
19 to such an application.

20           Defendant has agreed that, should the Court finally approve the Settlement and award  
21 attorneys' fees and expense reimbursement to Class Counsel and service awards to Plaintiff Jones,  
22 Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak, Defendant will pay the amount of  
23 attorneys' fees, expenses and service awards awarded by the Court within 7 business days after the  
24 Settlement is finally approved by the Court. Defendant will pay the amount awarded by the Court  
25 directly to an account established by Class Counsel and Liaison Counsel. Class Counsel shall be  
26 responsible for allocating the attorneys' fees and expenses among plaintiffs' counsel.

27           Additionally, the Parties agree that Class Counsel will be responsible for aiding the Claims  
28 Administrator by monitoring and supervising the administration of the Settlement during the

1 Remediation Period. Defendant has further agreed that, subject to Court approval, Class Counsel  
2 may make applications to the Court to be compensated at the rate of twenty-nine percent (29%) of  
3 all future recoveries by Class Members subsequent to Final Approval for: (i) Field Work claims;  
4 (ii) Pre-Identified Claims Made claims; (iii) Omnibus claims; and (iv) all claims paid in  
5 connection with the Settlement by, or on behalf of the City of Los Angeles, including all  
6 departments thereof. Class Counsel shall submit to the Court quarterly applications for additional  
7 awards of such attorneys' fees. The Parties have also agreed that the Defendant will not object to  
8 such quarterly applications as set forth herein.

9 Defendant has agreed that, in connection with these quarterly applications, should the  
10 Court award attorneys' fees to Class Counsel, Defendant will pay the amount of attorneys' fees  
11 awarded by the Court within 7 business days after the Court issues an order granting Class  
12 Counsel's application. Defendant will pay the amount awarded by the Court directly to an account  
13 established by Class Counsel and Liaison Counsel. Class Counsel shall be responsible for  
14 allocating the attorneys' fees among plaintiffs' counsel.

15 There are no "fee splitting" agreements between the various counsel involved in this  
16 action, however, the law firm of Knapp, Petersen & Clark, counsel in the *Kimhi* Action, has  
17 agreed to work with Class Counsel to help answer questions and to identify and assist Solar  
18 Customers Subclass members in processing claims. The Knapp, Petersen & Clark firm has agreed  
19 that, based on the work they have performed, and will continue to perform, for the benefit of Solar  
20 Customers Subclass, that the fee application they submit to the Court, through Counsel for  
21 Plaintiff Jones, for consideration will not exceed \$1,999,999 of fees applied for and/or awarded to  
22 Class Counsel at final approval.

23 **M. Final Approval**

24 The Court shall schedule a date for the Final Approval Hearing. At the Final Approval  
25 Hearing, the Parties shall join the request that the Court enter an order and judgment in  
26 substantially the form of Exhibit H to this Revised Agreement (the "Final Order and Judgment"),  
27 which will finally approve the terms of this Revised Agreement, discharge the Released Parties of  
28 and from all further liability to Plaintiff Jones, Plaintiffs Kimhi, Megerdichian and Novak, and

1 Settlement Class Members with respect to the Released Claims (but not as to any obligations  
2 created or owed pursuant to this Revised Agreement), and permanently bar Plaintiff Jones and  
3 Settlement Class Members from bringing, filing, commencing, prosecuting, maintaining,  
4 intervening in, participating in, or receiving any benefits from, any other lawsuit, arbitration or  
5 administrative, regulatory or other proceeding or cause of action, formally or informally, that  
6 asserts, arises from, concerns, or is in any way related to the Released Claims, except as required  
7 by law. Following the entry of the Final Order and Judgment, the Court shall maintain continuing  
8 jurisdiction over the enforcement and implementation of this Revised Agreement and the Final  
9 Order and Judgment shall indicate that the Court maintains such continuing jurisdiction. The  
10 actual form of the Final Judgment and Order entered by the Court may include provisions as to  
11 which the Parties may subsequently agree, or which the Court may direct, that are not inconsistent  
12 with any of the express terms or conditions of this Revised Agreement.

13       Following entry of the Final Order and Judgment by the Court, no default by any Person in  
14 the performance of any covenant or any obligation arising under this Revised Agreement shall  
15 affect the discharge and release of the Released Parties, or any other provision of this Revised  
16 Agreement. The above notwithstanding, nothing in this Section shall prevent a Party from seeking  
17 enforcement of or compliance with the terms of this Revised Agreement, or the intervention of the  
18 Court to compel any such default be cured, pursuant to the Court's continuing jurisdiction.

19       If: (a) the preliminary approval of this Revised Agreement and the Settlement described  
20 herein or the Final Judgment and Order is not obtained from the Court in substantially the form  
21 attached hereto as Exhibits C and H, respectively; or (b) the Court fails to grant final approval to  
22 the Settlement, this Revised Agreement shall be null and void, shall have no further force and  
23 effect, and shall not be offered in evidence or used in any litigation for any purpose, including the  
24 existence, certification, or maintenance of any purported class. Further, if either (a) or (b) occurs,  
25 this Revised Agreement and all negotiations, proceedings, documents prepared, and statements  
26 made in connection herewith shall be without prejudice to the Parties, shall not be deemed or  
27 construed to be an admission or confession by any Party of any fact, matter, or proposition of law,  
28 shall not be used in any manner for any purposes, and all Parties to the Action shall stand in the

1 same position as if this Revised Agreement had not been negotiated, made or filed with the Court.  
2 If the Revised Agreement is terminated, any and all orders entered by the Court pursuant to the  
3 provisions of the Revised Agreement shall be vacated *nunc pro tunc*.

4 In the event this Revised Agreement is not approved by the Court or the Settlement is  
5 terminated or fails to become effective in accordance with its terms, all orders entered as of the  
6 date on which this Settlement was executed shall become operative and fully effective, as if the  
7 proceedings relating to this Settlement had not occurred.

8 **N. Miscellaneous Provisions**

9 **1. Authority of Signatories**

10 Subject to approval by the Los Angeles City Council, where necessary, each person  
11 signing this Revised Agreement represents and warrants that he or she has full authority to sign  
12 this Revised Agreement on behalf of the Party for whom he or she is signing and warrants that he  
13 or she has the ability to bind that Party to the obligations and commitments set forth herein.

14 **2. Binding Upon Successors**

15 This Revised Agreement shall be binding upon and inure to the benefit of the Parties and  
16 their representatives, heirs, predecessors, successors, and assigns.

17 **3. Both Parties as Drafter**

18 The Parties stipulate and agree that this Revised Agreement was negotiated on an “arms-  
19 length” basis between Parties of equal bargaining power, and drafted jointly by the Parties and,  
20 accordingly, no ambiguity in this Revised Agreement shall be construed in favor of or against any  
21 of the Parties.

22 **4. Cooperation**

23 The Parties to this Revised Agreement and their counsel agree that they shall act in good  
24 faith and exercise their best efforts to secure approval of this Revised Agreement and full  
25 participation by all members of the Settlement Class and that they will take such other reasonable  
26 steps as are necessary to implement this Revised Agreement.



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1                   **9.     Jurisdiction**

2           The Court retains exclusive and continuing jurisdiction over the Actions, the Parties,  
3 Settlement Class Members, and the Claims Administrator in order to interpret and enforce the  
4 terms, conditions and obligations under this Revised Agreement.

5                   **10.   Non-Waiver**

6           The waiver by one Party of any provision or breach of this Revised Agreement shall not be  
7 deemed a waiver of any other provision or breach of this Revised Agreement.

8                   **11.   Notice**

9           Except as otherwise described in the Class Notice attached as Exhibits A and B to this  
10 Revised Agreement, all notices and other communications referenced in this Revised Agreement  
11 shall be addressed to the Parties' counsel at their respective addresses as set forth below:

12                   Notices to Plaintiff or the Settlement Class Members

13           Jack Landskroner, Esq.  
14           Landskroner Grieco Merriman, LLC  
15           1360 West 9th St., Suite 200  
16           Cleveland, Ohio 44113

17                   Notices to Defendant

18           Maribeth Annaguey, Esq.  
19           LINER LLP  
20           1100 Glendon Avenue, 14th Floor  
21           Los Angeles, California 90024

22                   **12.   Severability**

23           In the event any one or more of the provisions contained in this Revised Agreement shall  
24 be held invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or  
25 unenforceability shall not affect any other provisions of this Revised Agreement

26                   **13.   Time for Compliance**

27           If the date for performance of any act required by or under this Revised Agreement is to be  
28 performed on a particular day or within a specified period of time that falls on a Saturday, Sunday  
or legal or Court holiday, such act may be performed upon the next business day, with the same

1 effect as if it had been performed on the day or within the computer time specified by or under this  
2 Revised Agreement.

3 **IN WITNESS WHEREOF**, each of the Parties hereto has caused this Revised Agreement  
4 to be executed on its, his, her or their behalf by its, his, her or their duly authorized counsel of  
5 record, all as of the day set forth below.

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7 ***SIGNATURES APPEAR ON THE FOLLOWING PAGES***

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2 Dated: November 10<sup>th</sup>, 2016

**DEFENDANT:**

3  
4 By: David Wright / by permission  
5 David Wright, General Manager  
6 Los Angeles Department of Water and Power

7  
8 **PLAINTIFF:**

9 Dated: November \_\_\_, 2016

10 Antwon Jones  
11 Plaintiff, Individually and as Class Representative

12 Dated: November \_\_\_, 2016

13 Yaar Kimhi  
14 Plaintiff, Individually and as Class Representative for  
15 the Solar Subclass

16 Dated: November \_\_\_, 2016

17 Tahl Beckerman Megerdichian  
18 Plaintiff, Individually and as a Member of the  
19 Solar Subclass

20 Dated: November \_\_\_, 2016

21 Yelena Novak  
22 Plaintiff, Individually and as a Member of the  
23 Solar Subclass

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Dated: November \_\_\_, 2016

**DEFENDANT:**

By: \_\_\_\_\_  
David Wright, General Manager  
Los Angeles Department of Water and Power

**PLAINTIFF:**

Dated: November \_\_\_, ~~2016~~ 2016

  
\_\_\_\_\_  
Antwon Jones  
Plaintiff, Individually and as Class Representative

Dated: November \_\_\_, 2016

\_\_\_\_\_  
Yaar Kimhi  
Plaintiff, Individually and as Class Representative for  
the Solar Subclass

Dated: November \_\_\_, 2016

\_\_\_\_\_  
Tahl Beckerman Megerdichian  
Plaintiff, Individually and as a Member of the  
Solar Subclass

Dated: November \_\_\_, 2016

\_\_\_\_\_  
Yelena Novak  
Plaintiff, Individually and as a Member of the  
Solar Subclass

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Dated: November \_\_, 2016

**DEFENDANT:**

By:

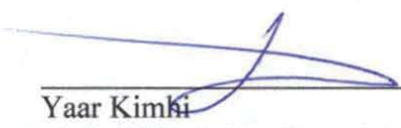
David Wright, General Manager  
Los Angeles Department of Water and Power

**PLAINTIFF:**

Dated: November \_\_, 2016

Antwon Jones  
Plaintiff, Individually and as Class Representative

Dated: November 10, 2016

  
Yaar Kimhi  
Plaintiff, Individually and as Class Representative for  
the Solar Subclass

Dated: November \_\_, 2016

Tahl Beckerman Megerdichian  
Plaintiff, Individually and as a Member of the  
Solar Subclass

Dated: November \_\_, 2016

Yelena Novak  
Plaintiff, Individually and as a Member of the  
Solar Subclass

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Dated: November \_\_, 2016

**DEFENDANT:**

By: \_\_\_\_\_

David Wright, General Manager  
Los Angeles Department of Water and Power

**PLAINTIFF:**

Dated: November \_\_, 2016

\_\_\_\_\_  
Antwon Jones  
Plaintiff, Individually and as Class Representative

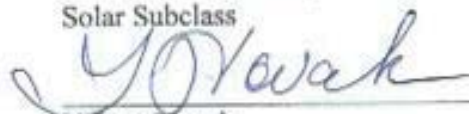
Dated: November \_\_, 2016

\_\_\_\_\_  
Yaar Kimhi  
Plaintiff, Individually and as Class Representative for  
the Solar Subclass

Dated: November \_\_, 2016

\_\_\_\_\_  
Tahl Beckerman Megerdichian  
Plaintiff, Individually and as a Member of the  
Solar Subclass

Dated: November 9, 2016

  
\_\_\_\_\_  
Yelena Novak  
Plaintiff, Individually and as a Member of the  
Solar Subclass

## **EXHIBIT A**

**Exhibit A**

**[Long Form Class Notice]**

**Jones v. City of Los Angeles  
Case No. BC577267  
Certain Customers of the Los Angeles Department of Water and Power  
May Claim Settlement Benefits**

**This Class Action Settlement May Affect Your Rights**

*A court authorized this Class Notice. This is not a solicitation from a lawyer.*

- The Settlement resolves a lawsuit concerning complaints arising out of customer overbilling and other billing errors by the Los Angeles Department of Water and Power (“LADWP”) that were caused by, and are related to, the defective implementation of the LADWP’s new billing system and/or damages incurred by customers’ participation in the LADWP’s solar incentive program.
- If you are an LADWP customer who was overcharged for electric, water, sewage or sanitation services or were otherwise damaged between the dates of September 3, 2013, and the present, and who is entitled to credits or refunds for electric, water, sewage or sanitation services and/or for participation in the LADWP’s solar incentive program from February 13, 2010, you may be eligible to obtain Settlement benefits.

**Read this Notice carefully because your legal rights could be affected.**

**SUMMARY OF IMPORTANT DATES AND DEADLINES**

<b>Event</b>	<b>Date</b>
Preliminary Approval	_____, 2016
Class Notice Date	_____, 2017
Last Day To Submit A Claim Form (for all Settlement Class Members except Field Work Customers)	_____, 2017
Last Day To Submit A Claim Form (for Field Work Customers)	60 days from date of Field Work Determination Letter
Last Day To Opt Out	_____, 2017
Last Day To Object	_____, 2017



Last Day To Seek Special Master Review (for Pre-Identified Non Claims Made Class Members)	_____, 2017
Last Day To Seek Special Master Review (for Pre-Identified Claims Made Class Members, Omnibus Class Members)	30 days from date of claim determination letter
Last Day To Seek Special Master Review (for Field Work Customers)	30 days from date of Field Work Determination letter
Last Day To Contest Special Master's determination (for all Settlement Class Members that have requested a review by the Special Master)	30 days from date of Special Master's determination letter
Last Day to File Notice of Appearance	_____, 2017
Final Approval	_____, 2017

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE:**

**Obtain settlement benefits** - You may be pre-identified to receive Settlement benefits, in which case, you may not need to take any further action to receive your credit or refund. Additionally, if you are not pre-identified, you may submit a Claim Form, which is included with this Class Notice and available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), to determine if you qualify for Settlement benefits. The deadline to submit this Claim Form is \_\_\_\_\_, 2017.

**Opt Out** - Write to the Claims Administrator if you do not want to be included in the Settlement. You have a right to opt out of the Settlement only if you are a member of the Settlement Class and have not objected to the Settlement. The deadline to opt-out is \_\_\_\_\_, 2017.

**Object** - Write to the Claims Administrator if you disagree with the Settlement. As set forth in the Answers to Questions 16 through 19 below, you may attend a hearing on the fairness of the Settlement after giving appropriate notice. You have a right to object to the Settlement only if you are a member of the Settlement Class and have not opted out of the Settlement. The deadline to submit an objection is \_\_\_\_\_, 2017.

These rights and options – **and the deadlines by which to exercise them** – are explained more fully in this Class Notice.

The Court that is supervising this case has granted Preliminary Approval to the Settlement, but still has to decide whether to grant Final Approval. The Final Approval Hearing will take place on \_\_\_\_\_, 2017. Settlement benefits will be distributed only if, and after, the Court grants Final Approval of the Settlement and any appeals are resolved.

## **WHAT THIS CLASS NOTICE CONTAINS**

### **Page**

#### **BASIC INFORMATION**

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2. What is this lawsuit about? .....X
3. Why is this a class action? .....X
4. Why is there a Settlement? .....X

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5. How do I know if I am part of the Settlement? .....X
6. Are there exceptions to being included in the Settlement? .....X
7. What if I am not sure whether I am included in the Settlement? .....X

#### **THE SETTLEMENT BENEFITS:**

#### **WHAT YOU GET AND HOW YOU GET IT .....X**

8. What does the Settlement provide? .....X
9. How do I submit a Claim Form? .....X
10. What claims am I releasing? .....X

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16. How do I tell the Court that I don't like the Settlement? .....X

17. When/where will the Court decide whether to approve the Settlement? .....X

18. Do I have to attend the hearing? .....X

19. May I speak at the hearing? .....X

20. How do I get more information? .....X

## **BASIC INFORMATION**

### **1. Why was this Class Notice issued?**

The Court issued this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit that the Court has preliminarily approved. You also are entitled to know how you may make a claim for certain benefits of the Settlement and about all of your options under the Settlement. If the Court grants Final Approval and all appeals, if any, are resolved, valuable benefits will be distributed to qualifying class members.

### **2. What is this lawsuit about?**

The person who filed this class action is called the “Plaintiff” and the City of Los Angeles, by and through LADWP, is the “Defendant.” A lawsuit filed in the Superior Court of California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, alleges claims involving customer overbilling and other billing errors by the LADWP that were caused by, and are related to, the defective implementation of the LADWP’s new Customer Care and Billing system (the “CC&B System”) and damages incurred by customers arising from their participation in the LADWP’s solar incentive program. Plaintiff’s claims include, among others, claims for fraud, negligent misrepresentation, breach of contract, unjust enrichment, and violations of the California Consumer Legal Remedies Act and the California Unfair Competition Law. More information can be found at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by calling 1-(800) \_\_\_\_\_, or by writing to Class Counsel: Jack Landskroner, Esq., Landskroner Grieco Merriman, LLC, 1360 West 9<sup>th</sup> Street, Suite 200, Cleveland, Ohio 44113. A copy of the Settlement Agreement will be available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), and is also on file with the Court.

### **3. Why is this a class action?**

In a class action, one or more person(s) called “Class Representatives” sue on behalf of themselves and others with similar claims. All of these people together are called a “class.” The Court appointed certain plaintiffs as the Class Representatives for purposes of this Settlement. The “Settlement Class Members” are all LADWP customers who were overcharged for electric, water, sewage or sanitation services between the dates of September 3, 2013, and the present, and who are entitled to credits or refunds for electric, water, sewage or sanitation services and/or for participation in the LADWP’s solar incentive program from February 13, 2010.

### **4. Why is there a Settlement?**

The Court did not decide in favor of either Plaintiff or Defendant. Instead, both sides agreed to a settlement. The Class Representatives and the attorneys that have been appointed by the Court to represent the Settlement Class believe that the Settlement is in the best interests of all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You may be entitled to Settlement benefits if you are an LADWP customer who was overcharged for electric, water, sewage or sanitation services or were otherwise damaged from billing practices between the dates of September 3, 2013 and the present, and/or for participation in the LADWP's solar incentive program from February 13, 2010.

### 6. Are there exceptions to being included in the Settlement?

Excluded from the Class is the Judge to whom this case is assigned, any members of the Judge's immediate family, and any counsel of record in this action.

### 7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement Class, you may visit [www.ladwp.com](http://www.ladwp.com) for more information, or call \_\_\_\_\_, and ask for assistance.

## **THE SETTLEMENT BENEFITS: WHAT YOU GET AND HOW YOU GET IT**

### 8. What does the Settlement provide?

The Settlement provides two types of relief: (i) monetary relief and (ii) non-monetary remedial relief.

#### **i. Monetary Relief**

Settlement Class Members that are members of one or more of the following seven Subclasses may be entitled to monetary relief for each group they are part of:

- **Overbilled**: This group includes all LADWP customers that were overbilled as a result of being charged an incorrect rate, incorrect amount of consumption, incorrect utility tax rate or who did not have a discount applied.
- **Incorrect Fee**: This group includes all LADWP customers that were charged an incorrect fee, including but not limited to late payment fees, reconnect fees and/or start service fees.
- **Unrefunded Balance**: This group includes all LADWP customers that: (i) have "Closed Accounts" with credit balances and (ii) are owed refunds

that have been withheld by the LADWP during the period of September 3, 2013 to the present.

- **Solar**: This group includes all LADWP customers that have installed solar systems and applied to participate in the Solar Photovoltaic Incentive Program from February 13, 2010 to date and: (i) experienced delay beyond 30 days after submission of a complete Incentive Application and Supporting Documentation and/or indication that the solar system was fully permitted and ready for inspection in receiving a reservation confirmation and/or connecting the solar system; and/or (ii) have not been billed for energy consumed and/or generated; and/or (iii) have not been credited for excess energy generated by the customer's solar power system.

*If you are part of the **Overbilled, Incorrect Fee, Unrefunded Balance and/or Solar** groups, the LADWP has already identified you and the letter included with this Class Notice informs you of the amount you were overbilled.*

*To receive 100% of that amount, you don't need to do anything.*

*To dispute that amount, you must request Special Master review by sending a written request for review to the Claims Administrator. If you dispute the Special Master's decision, you can appeal to the Court. See Question 13.*

*If you believe you have additional damages beyond that which has been identified, you must submit a Claim Form, which is included with this Class Notice. See Question 9.*

- **Premise Condition/Estimated Bill**: This group includes all LADWP customers that: (i) unbeknownst to the customer, had a premise condition that caused excessive consumption of water and/or power; (ii) received estimated bills for multiple billing periods after September 3, 2013; (iii) because of these estimated bills, were prevented from timely discovering the premise condition; and (iv) were charged for greater quantities of water, power or sewage than they otherwise would have been charged.
- **Automatic Bill Payment/Bank Overdraft Charge**: This group includes all LADWP customers that: (i) were enrolled in an automatic bill payment plan with a bank and (ii) were charged overdraft fees because the LADWP charged the customer an incorrect amount, which, in turn, resulted in the customer's bank account being overdrawn.

*If you are part of the **Premise Condition/Estimated Billing and/or Automatic Bill Payment/Bank Overdraft Charge** groups, the LADWP has*

*already identified you and the letter included with this Class Notice informs you that you are a member of this/these Subclass(es).*

*The LADWP, however, cannot determine the amount of damages that you may have incurred, if any, unless you submit a Claim Form, which is included with this Class Notice. **You must submit a Claim Form.** If you believe you have additional damages beyond overbilling as a consequence of an automatic bill payment/bank overdraft charge, you must include those damages on your Claim Form. See Question 9.*

*Based on your Claim Form, the LADWP will determine the amount you are owed. To dispute that amount, you must request Special Master review. If you dispute the Special Master's decision, you can appeal to the Court. See Question 13.*

- **Omnibus:** This group includes all LADWP customers that were not otherwise identified as members of one of the Subclasses listed above but believe that they were: (i) incorrectly assessed a charge associated with their power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise damaged as a result from their participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present.

*If you are part of this group that means that the LADWP has not been able to identify you as a member of one of the Subclasses listed above. The letter included with this Class Notice informs you that you may, however, still submit a Claim Form, which is included with this Class Notice.*

*Based on your Claim Form, the LADWP will determine the amount you are owed. To dispute that amount, you must request Special Master review. If you dispute the Special Master's decision, you can appeal to the Court. See Question 13.*

If you are a Field Work Customer, there is a pending field work investigation that requires further investigation of property conditions that might have caused you to be overcharged or to have experienced other billing errors or monetary damages. Once the field work investigation has been completed, the LADWP will inform you, by letter, of its determination in connection with this field work investigation.

If you are a Field Work Customer, you must submit a Claim Form after receiving the letter informing you of the LADWP's determination. Based on your Claim Form, the LADWP will determine the amount you are owed. To dispute that amount, you must request Special Master review. If you dispute the Special Master's decision, you can appeal to the Court. See Question 13.

**ii. Non-Monetary Remedial Relief**

The Settlement also provides non-monetary remedial relief including: (i) the creation and adoption of certain billing system metrics; (ii) the appointment of an independent billing system monitoring expert; (iii) audits of LADWP's billing system to confirm billing accuracy; (iv) the creation and implementation of a team at LADWP to address unique or complex billing issues; (v) the adoption of an amendment to the Rules Governing Water and Electric Service to provide for a shorter period of time for which LADWP may collect payment from customers whose bills are delayed due to billing errors; (vi) the creation and implementation of an information technology Project Management Office; and (vii) a payment arrangement for back-billed customers allowing for up to 4 years to pay back the back-billed amount without penalty or interest, in equal monthly installments, provided you remain current on your most recent bill. If you are already on a payment plan, the plan may be extended by one year.

**9. How do I submit a Claim Form?**

A Claim Form is included with this Class Notice. A Claim Form can also be obtained online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by calling 1-800-\_\_\_\_\_ or by writing to the Claims Administrator at the address below. Completed Claim Forms can be submitted either on line at [\\_\\_\\_\\_\\_.com](http://_____.com) or by regular U.S. mail to:

LADWP Billing Class Action  
c/o Kurtzman Carson Consultants LLC  
XXXXXXX  
XXXXXXX  
XXXXXXX

**10. What claims am I releasing?**

If you are a Settlement Class Member, and you do not opt out from the Settlement Class, when the Settlement becomes final, you will be releasing Defendant and its departments and bureaus, from any liability for all claims associated with this case, and you will be bound by the release included in the Settlement Agreement. A copy of the Settlement Agreement containing the release is available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

**THE LAWYERS REPRESENTING PLAINTIFF**

**11. Do I have a lawyer in this case?**

Yes. Jack Landskroner Esq. of Landskroner Grieco Merriman, LLC, 1360 West 9<sup>th</sup> Street, Suite 200, Cleveland, Ohio 44113 (Class Counsel) and Michael J. Libman, Esq. of the Law Offices of Michael J. Libman, 16133 Ventura Blvd., Ste. 1200, Encino, CA 91436 (Liaison Counsel) have been appointed by the Court to represent you and the



other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **12. How will the lawyers be paid?**

Class Counsel will ask the Court at the Final Approval Hearing to award attorneys' fees in an amount not to exceed \$19,000,000 and to award reimbursement of expenses incurred in litigating this case in an amount not to exceed \$3,000,000 (reimbursement of expenses incurred by the Independent CC&B System Monitoring Expert is capped at \$2,500,000 and reimbursement of expenses incurred by all Plaintiff's counsel is capped at \$500,000). The fees and reimbursed expenses will be determined by the Court based on the work performed by Counsel who have participated in securing this settlement for the Class and facilitating its implementation. All fees in this matter will be requested by way of application to the Court based on the efforts of counsel. There are no "fee splitting" agreements between the various counsel involved in this action, however, the law firm of Knapp, Petersen & Clark has agreed to work with Class Counsel, Landskroner Grieco Merriman, to help answer questions and to identify and assist solar customers in processing claims. The Knapp, Petersen & Clark firm has agreed that based on the work they have performed and will continue to perform for the benefit of solar customers, Knapp's fee application to the Court will not exceed \$1,999,999 of fees applied for and/or awarded to Class Counsel at Final Approval. If the Court does award attorneys' fees and reimbursement of expenses, Defendant has agreed to pay whatever amounts are awarded by the Court.

Additionally, the Parties agree that Class Counsel will be responsible for aiding the Claims Administrator by monitoring and supervising the administration of the Settlement during the Remediation Period. Defendant has further agreed that, subject to Court approval, Class Counsel may make applications to the Court to be compensated at the rate of twenty-nine percent (29%) of all future recoveries by Class Members subsequent to Final Approval for: (i) Field Work claims; (ii) Pre-Identified Claims Made claims; (iii) Omnibus claims; and (iv) all claims paid in connection with the Settlement by, or on behalf of the City of Los Angeles, including all departments thereof. Class Counsel shall submit to the Court quarterly applications for additional awards of such attorneys' fees. Defendant has agreed it will not object to such quarterly applications.

Separate and apart from the Settlement consideration described in Answer to Question 8 above, Defendant will separately pay the fees and expenses that the Court awards, as well as the costs to provide Notice to the Settlement Class and to administer the Settlement. These amounts will not come out of the funds for benefits to Settlement Class Members.

## **SEEKING AN INDEPENDENT REVIEW BY THE SPECIAL MASTER**

### **13. What do I do if I do not agree with the amount of the credit or refund that is determined is owed to me?**

If you disagree with the amount of the credit or refund that is determined is owed to you, you may request that an independent review be conducted by the Special Master by sending a letter, via First Class Mail that:

(a) states that you dispute the amount of the credit or refund that was determined is owed to you and that you desire to initiate a review by the Special Master;

(b) explains the reason(s) that you are disputing the amount of the credit or refund; and

(c) attaches all documents relied upon by you in disputing the amount of the credit or refund.

You must sign and date your request for an independent review. Your request must be sent to:

Special Master - LADWP Billing Class Action  
c/o Kurtzman Carson Consultants LLC  
XXXXXXX  
XXXXXXX  
XXXXXXX

**If you are not submitting a Claim Form, any request for a Special Master Review must be postmarked within 30 days of the date of the letter from LADWP informing you of the amount of the credit or refund that has been determined to be owed to you.**

**If you do submit a Claim Form, any request for a Special Master Review must be postmarked within 30 days of the date of the response from LADWP regarding its determination on your claim.**

**In either case, failure to file a timely Special Master Review will automatically result in a denial of your request for review.**

Any Class Member who wishes to contest the Special Master's determination of that Class Member's claim shall submit, via First Class Mail and within 30 days of the date of the Special Master's determination letter, a letter to the Court requesting a review by the Court, stating the grounds for disputing the determination, and submitting any supporting documentation.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **14. What do I do if I do not want to be included in the Settlement?**

You have a right to exclude yourself or “opt out” of the Settlement. To opt out, you must mail a request for exclusion to the Claims Administrator at the following address:

XXXXXXX  
XXXXXXX  
XXXXXXX

You must personally sign the exclusion request. Your request must: (i) clearly express your desire to be excluded or to “opt out” from the Settlement Class; (ii) include your name, address and telephone number, LADWP account number and, if represented by counsel, counsel’s name, address and telephone number.

**Your exclusion request must be mailed to the address set forth above and must be postmarked no later than \_\_\_\_\_ or it will not be accepted. If you do not specifically request to be excluded by following these directions, you will automatically be a member of the Settlement Class.**

If you opt out of the Settlement Class, you will not be eligible for any Settlement benefits, and will waive all rights to object to the Settlement. Additionally, if you file an objection to the Settlement, you will not be able to exclude yourself from the Settlement Class.

### **15. What happens if I don’t opt out before \_\_\_\_\_?**

If the proposed Settlement is approved and you are a Settlement Class Member who does not properly and timely exclude yourself from the Settlement Class, all claims that you may have now against Defendant with respect to certain billing errors or damages relating to your participation in LADWP’s solar incentive program will be **WAIVED AND RELEASED**, and you will be prohibited from bringing any such claims in the future on your own behalf.

## **OBJECTING TO THE SETTLEMENT**

### **16. How do I tell the Court that I don’t like the Settlement?**

If you are a Settlement Class Member, you can express your objection to the Settlement. The Court will consider your views. To object, you must send a letter to the Claims Administrator, which will be provided to the Court and counsel, saying that you object to the terms of the Settlement. Your objection must: (i) state, in detail, the legal and factual ground(s) for your objection; (ii) include your name, address and telephone number and LADWP account number, and, if represented by counsel, counsel’s name,

address and telephone number; and (iii) be signed by you. If you are represented by your own separate counsel, that attorney will also need to file his or her appearance with the Court by no later than \_\_\_\_\_.

To object, you must mail your objection the Claims Administrator, postmarked no later than \_\_\_\_\_ to:

XXXXXX  
XXXXXX  
XXXXXX

Please include the phrase “*Jones v. City of Los Angeles*, Case No. BC577267” on the envelope containing your objection.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing before the Honorable Elihu M. Berle at \_\_\_\_\_.m. on \_\_\_\_\_, 2017 in Department 323 of the Superior Court of California, County of Los Angeles, Central District, Central Civil West, 600 South Commonwealth Avenue, Los Angeles, California, 90005. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court also may decide how much to pay Class Counsel. After the hearing, the Court will decide whether to grant Final Approval to the Settlement. We do not know how long these decisions will take.

**18. Do I have to attend the hearing?**

No. Class Counsel will answer any questions that Judge Berle may have. However, you are welcome to come at your own expense. You also may pay your own lawyer to attend the Final Approval Hearing on your behalf. If you file an objection, you do not have to come to Court to discuss it. As long as your written objection is received before the deadline, and you have followed the directions contained in the Answer to Question 16 above, the Court will consider the information provided in your written objection.

**19. May I speak at the hearing?**

That will be up to Judge Berle. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Jones v. City of Los Angeles*, Case No. BC577267.” You must include your name, address, telephone number and LADWP account number, as well as the name, address and telephone number of any attorney who will appear at the Final Approval Hearing on your behalf. Your request must also indicate that you timely objected to the Settlement pursuant to the directions contained in the Answer to Question 16 above.

Your Notice of Intention to Appear must be filed with the Clerk of the Court at the address listed in the Answer to Question 17 above no later than \_\_\_\_\_, 2017. Please include the phrase “*Jones v. City of Los Angeles*, Case No. BC577267” below the Court’s address on the envelope containing your notice. Your notice must also be received by Class Counsel and Defendant’s counsel at the addresses listed below no later than \_\_\_\_\_.

Counsel for the Class

Jack Landskroner, Esq.  
Landskroner Grieco Merriman, LLC  
1360 West 9th St., Suite 200  
Cleveland, Ohio 44113

Counsel for Defendant

Maribeth Annaguey, Esq.  
LINER LLP  
1100 Glendon Avenue, 14th Floor  
Los Angeles, California 90024

**20. How do I get more information?**

If you think you may be a Settlement Class Member and would like more information about the lawsuit or the terms of the proposed Settlement, you may review the pleadings, records and other papers on file in this lawsuit, including the Court’s Order granting Preliminary Approval and the proposed Settlement Agreement, which may be inspected on weekdays, during normal business hours, at the Clerk’s Office of the Superior Court of California, County of Los Angeles, Central District, Central Civil West, 600 South Commonwealth Avenue, Los Angeles, California, 90005. The Preliminary Approval Order and Settlement Agreement will also be available on [www.\\_\\_\\_\\_\\_.com](http://www._____.com). For information on any matters contained in this Notice, you may write to or call Class Counsel at:

Jack Landskroner, Esq.  
LANDSKRONER, GRIECO MERRIMAN LLC  
1360 W 9th Street, Ste. 200  
Cleveland, OH 44113  
(216) 522-9000

You may also visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) for more information, or call \_\_\_\_\_, and ask for assistance.

**PLEASE DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.**

Dated: November \_\_\_, 2016.

## **EXHIBIT B**

## **Exhibit B**

### **[Class Notice Short Form]**

#### **Certain Customers of the Los Angeles Department of Water and Power May Claim Benefits from a Class Action Settlement**

##### **WHAT'S THIS CASE ABOUT?**

A lawsuit filed in the Superior Court of California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, alleges claims involving customer overbilling and other billing errors by the Los Angeles Department of Water and Power ("LADWP") that were caused by, and are related to, the defective implementation of the LADWP's new Customer Care and Billing system and damages incurred by customers arising from their participation in the LADWP's solar incentive program. Plaintiff's claims include, among others, claims for fraud, negligent misrepresentation, breach of contract, unjust enrichment, and violations of the California Consumer Legal Remedies Act and the California Unfair Competition Law. More information can be found at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by writing to Class Counsel: Jack Landskroner, Esq., Landskroner Grieco Merriman, LLC, 1360 West 9<sup>th</sup> Street, Suite 200, Cleveland, Ohio 44113 or by calling 1-(800) \_\_\_\_\_. A copy of the Settlement Agreement will be available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), and is also on file with the Court.

##### **WILL THERE BE A HEARING?**

The Court will hold a Final Approval Hearing before the Honorable Elihu M. Berle at \_\_\_\_\_.m. on \_\_\_\_\_, 2017 in Department 323 of the Superior Court of California, County of Los Angeles, Central District, Central Civil West, 600 South Commonwealth Avenue, Los Angeles, California, 90005. You may appear at the Final Approval Hearing, but it is not required.

##### **WHO IS INCLUDED?**

You may be entitled to Settlement benefits if you are an LADWP customer who: was overcharged for electric, water, sewage or sanitation services between the dates of September 3, 2013 and the present, and/or for participation in the LADWP's solar incentive program from February 13, 2010.

##### **WHAT BENEFITS DOES THE SETTLEMENT PROVIDE?**

The Settlement provides two types of relief: (i) monetary relief and (ii) non-monetary remedial relief.

###### **i. Monetary Relief**

Settlement Class Members that are members of one or more of the following seven Subclasses may be entitled to monetary relief for each group they are part of:

- **Overbilled:** This group includes all LADWP customers that were overbilled as a result of being charged an incorrect rate, incorrect amount

of consumption, incorrect utility tax rate or who did not have a discount applied.

- **Incorrect Fee**: This group includes all LADWP customers that were charged an incorrect fee, including but not limited to late payment fees, reconnect fees and/or start service fees.
- **Unrefunded Balance**: This group includes all LADWP customers that: (i) have “Closed Accounts” with credit balances and (ii) are owed refunds that have been withheld by the LADWP during the period of September 3, 2013 to the present.
- **Solar**: This group includes all LADWP customers that have installed solar systems and applied to participate in the Solar Photovoltaic Incentive Program from February 13, 2010 to date and: (i) experienced delay beyond 30 days after submission of a complete Incentive Application and Supporting Documentation and/or indication that the solar system was fully permitted and ready for inspection in receiving a reservation confirmation and/or connecting the solar system; and/or (ii) have not been billed for energy consumed and/or generated; and/or (iii) have not been credited for excess energy generated by the customer’s solar power system.

*If you are part of the **Overbilled, Incorrect Fee, Unrefunded Balance and/or Solar** groups, the LADWP has already identified you and the amount that you were overbilled.*

*To receive 100% of that amount, you don’t need to do anything.*

*If you believe you have additional damages beyond that which has been identified, you must submit a Claim Form.*



- **Premise Condition/Estimated Bill:** This group includes all LADWP customers that: (i) unbeknownst to the customer, had a premise condition that caused excessive consumption of water and/or power; (ii) received estimated bills for multiple billing periods after September 3, 2013; (iii) because of these estimated bills, were prevented from timely discovering the premise condition; and (iv) were charged for greater quantities of water, power or sewage than they otherwise would have been charged.
- **Automatic Bill Payment/Bank Overdraft Charge:** This group includes all LADWP customers that: (i) were enrolled in an automatic bill payment plan with a bank and (ii) were charged overdraft fees because the LADWP charged the customer an incorrect amount, which, in turn, resulted in the customer's bank account being overdrawn.

*If you are part of the **Premise Condition/Estimated Billing and/or Automatic Bill Payment/Bank Overdraft Charge** groups, the LADWP has already identified you.*

*The LADWP, however, cannot determine the amount of damages that you may have incurred, if any, unless you submit a Claim Form, which is included with this Class Notice. **You must submit a Claim Form.** If you believe you have additional damages beyond overbilling as a consequence of an automatic bill payment/bank overdraft charge, you must include those damages on your Claim Form.*

- **Omnibus:** This group includes all LADWP customers that were not otherwise identified as members of one of the Subclasses listed above but believe that they were: (i) incorrectly assessed a charge associated with their power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise damaged as a result from their participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present.

*If you are part of this group that means that the LADWP has not been able to identify you as a member of one of the Subclasses listed above. You may, however, still submit a Claim Form.*

If you are a Field Work Customer, there is a pending field work investigation that requires further investigation of property conditions that might have caused you to be overcharged or to have experienced other billing errors or monetary damages. Once the field work investigation has been completed, the LADWP will inform you, by letter, of its determination in connection with this field work investigation. If you are a Field Work Customer, you must submit a Claim Form after receiving the letter informing you of the LADWP's determination. Based on your Claim Form, the LADWP will determine the amount you are owed.

Any customer that disagrees with the amount of the credit or refund that is determined is owed may seek an independent review by a Special Master.

ii.

### **Non-Monetary Remedial Relief**

The Settlement also provides non-monetary remedial relief including: (i) the creation and adoption of certain billing system metrics; (ii) the appointment of an independent billing system monitoring expert; (iii) audits of LADWP's billing system to confirm billing accuracy; (iv) the creation and implementation of a team at LADWP to address unique or complex billing issues; (v) the adoption of an amendment to the Rules Governing Water and Electric Service to provide for a shorter period of time for which LADWP may collect payment from customers whose bills are delayed due to billing errors; (vi) the creation and implementation of an information technology Project Management Office; and (vii) a payment arrangement for back-billed customers allowing for up to 4 years to pay back the back-billed amount without penalty or interest, in equal monthly installments, provided you remain current on your most recent bill. If you are already on a payment plan, the plan may be extended by one year.

### **WHAT ARE THE ATTORNEYS' FEES?**

Class Counsel will ask the Court at the Final Approval Hearing to award attorneys' fees in an amount not to exceed \$19,000,000 and to award reimbursement of expenses incurred in litigating this case in an amount not to exceed \$3,000,000 (reimbursement of expenses incurred by the Independent CC&B System Monitoring Expert is capped at \$2,500,000 and reimbursement of expenses incurred by all Plaintiff's counsel is capped at \$500,000). The fees and reimbursed expenses will be determined by the Court based on the work performed by Counsel who have participated in securing this settlement for the Class and facilitating its implementation. All fees in this matter will be requested by way of application to the Court based on the efforts of counsel. If the Court does award attorneys' fees and reimbursement of expenses, Defendant has agreed to pay whatever amounts are awarded by the Court.

Additionally, the Parties agree that Class Counsel will be responsible for aiding the Claims Administrator by monitoring and supervising the administration of the Settlement during the Remediation Period. Defendant has further agreed that, subject to Court approval, Class Counsel may make applications to the Court to be compensated at the rate of twenty-nine percent (29%) of all future recoveries by Class Members subsequent to Final Approval for: (i) Field Work claims; (ii) Pre-Identified Claims Made claims; (iii) Omnibus claims; and (iv) all claims paid in connection with the Settlement by, or on behalf of the City of Los Angeles, including all departments thereof. Class Counsel shall submit to the Court quarterly applications for additional awards of such attorneys' fees. Defendant has agreed it will not object to such quarterly applications.

Separate and apart from the Settlement consideration, Defendant will separately pay the fees and expenses that the Court awards, as well as the costs to provide Class Notice to the Settlement Class and to administer the Settlement. These amounts will not come out of the funds for benefits to Settlement Class Members.

## WHAT ARE YOUR OPTIONS?

A. If you receive a letter identifying you as a member of the: (i) Overbilled Subclass; (ii) Unrefunded Balance Subclass; (iii) Incorrect Fee Subclass; and/or (vi) Solar Subclass, you can:

1. Do nothing. You will receive a credit or refund in the amount indicated in the letter that you will receive and/or file a Claim Form if you believe you are entitled to other damages in addition to the amount in the letter. Instructions on how to submit a Claim Form are set forth below in Section B.1.
2. Request an independent review by a Special Master. If you disagree with the amount of the credit or refund that is determined is owed to you, you may request, in writing, that an independent review be conducted by the Special Master. The detailed Class Notice provides full details on how to request an independent review by the Special Master and can be found on the settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).
3. Object. Written objections must be mailed the Claims Administrator at:

XXXXXXX  
XXXXXXX  
XXXXXXX

and postmarked no later than \_\_\_\_\_. The detailed Class Notice provides full details on how to object and can be found on the Settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

4. Opt out of the settlement. Written request for exclusion must be mailed to the Claims Administrator at:

XXXXXXX  
XXXXXXX  
XXXXXXX

and postmarked no later than \_\_\_\_\_. If you opt out of the Settlement, you will no longer be a Settlement Class Member, and you will not be bound by the Settlement and cannot file a claim. The detailed Class Notice provides full details on how to opt out and can be found on the settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

B. If you receive a letter identifying you as a member of the: (i) Premise Condition/Estimated Bill Subclass; and/or (ii) Automatic Bill Payment/Bank Overdraft Charge Subclass, you can:

1. Submit a claim. A Claim Form can be found at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or by calling 1-(800) \_\_\_\_\_. You must submit your Claim Form by \_\_\_\_\_, 2017 in order to be eligible to receive a credit or refund. A Claim Form may be submitted to the Claims Administrator by regular U.S. Mail or online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). If it is determined that you have been overcharged or damaged, and you agree with this determination, you need not take any further action. You will receive a credit or refund in the amount indicated. If you disagree with the amount of the credit or refund that is determined is owed to you, you may seek an independent review by a

Special Master. The detailed Class Notice provides full details on how to request an independent review by the Special Master and can be found on the Settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

2. Object. Written objections must be mailed the Claims Administrator at:

XXXXXXX  
XXXXXXX  
XXXXXXX

and postmarked no later than \_\_\_\_\_, 2017. The detailed Class Notice provides full details on how to object and can be found on the Settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

3. Opt out of the Settlement. Written request for exclusion must be mailed to the Claims Administrator at:

XXXXXXX  
XXXXXXX  
XXXXXXX

and postmarked no later than \_\_\_\_\_, 2017. If you opt out of the Settlement, you will no longer be a Settlement Class Member, and you will not be bound by the Settlement and cannot file a claim. The detailed notice provides full details on how to opt out and can be found on the settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

4. Do nothing. If you do nothing, you will not receive any Settlement benefits, and you give up rights.
- C. If you receive a letter stating that the LADWP has not been able to identify you as a member of any Subclass, but you nevertheless believe that you have been: (i) incorrectly assessed a charge associated with your power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise damaged as a result from your participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present, you can:

1. Submit a claim. A Claim Form can be found at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or by calling 1-(800) \_\_\_\_\_. You must submit your Claim Form by \_\_\_\_\_ in order to be eligible to receive a credit or refund. A Claim Form may be submitted to the Claims Administrator by regular U.S. Mail or online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). If it is determined that you have been overcharged or damaged, and you agree with this determination, you need not take any further action. You will receive a credit or refund in the amount indicated. If you disagree with the amount of the credit or refund that is determined is owed to you, you may seek an independent review by a Special Master. The detailed Class Notice provides full details on how to request an independent review by the Special Master and can be found on the settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).
2. Object. Written objections must be mailed the Claims Administrator at:

XXXXXXX  
XXXXXXX  
XXXXXXX

and postmarked no later than \_\_\_\_\_, 2017. The detailed Class Notice provides full details on how to object and can be found on the Settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

3. Opt out of the Settlement. Written request for exclusion must be mailed to the Claims Administrator at:

XXXXXXX  
XXXXXXX  
XXXXXXX

and postmarked no later than \_\_\_\_\_, 2017. If you opt out of the Settlement, you will no longer be a Settlement Class Member, and you will not be bound by the Settlement and cannot file a claim. The detailed Class Notice provides full details on how to opt out and can be found on the settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

4. Do nothing. If you do nothing, you will not receive any Settlement benefits, and you give up rights.

#### **HOW DO I GET MORE INFORMATION?**

For further details, visit the Settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), call 1-800-\_\_\_\_\_ for assistance, or write to Class Counsel:

Jack Landskroner, Esq.  
LANDSKRONER GRIECO MERRIMAN, LLC  
1360 W. 9th Street, Ste. 200  
Cleveland, OH 44113

**PLEASE DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.**

## **EXHIBIT C**

1  
2 **Exhibit C**

3 **[Proposed Order Granting Preliminary Approval]**  
4

5  
6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

8 ANTWON JONES, on behalf of himself and  
9 all others similarly situated,

10 Plaintiff,

11 vs.

12 CITY OF LOS ANGELES, by and through the  
13 LOS ANGELES DEPARTMENT OF  
WATER AND POWER, and DOES 1 through  
50, inclusive,

14 Defendants.  
15  
16  
17  
18  
19

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),  
BC568722, BC571664 and BC574690]

[PROPOSED]  
ORDER GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND DIRECTING  
DISSEMINATION OF CLASS NOTICE

Date: November 18, 2016  
Time: 1:30 p.m.  
Place: Dept. 323

Assigned for All Purposes to the  
Hon. Elihu M. Berle, Dept. 323

Action Filed: April 1, 2015  
Trial Date: None Set

1 WHEREAS, plaintiff Antwon Jones (“Plaintiff”), moved this Court for an Order,  
2 pursuant to California Code of Civil Procedure § 382 (“Section 382”) and California Civil Code §  
3 1781 (“Section 1781”), seeking preliminary approval of a class action settlement, and directing  
4 the dissemination of class notice (the “Motion”); and

5 WHEREAS, plaintiffs Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak (the  
6 “Solar Plaintiffs”) join Plaintiff in this request;

7 WHEREAS, defendant the City of Los Angeles, by and through the Los Angeles  
8 Department of Power and Water (“LADWP”) and DOES 1 through 50, inclusive (collectively,  
9 “Defendant”) joins Plaintiff in seeking this same relief; and

10 WHEREAS, the Court reviewed the submissions of the Parties, held hearings on  
11 September 11, 2015, November 3, 2015, December 21, 2015 and November 18, 2016 (the  
12 “Preliminary Approval Hearing”), and found that the Parties are entitled to the relief they seek;

13 IT IS ORDERED that the Motion is GRANTED, subject to the following terms and  
14 conditions:

15 1. The related actions, *Jones v. City of Los Angeles*, Case No. BC577267, *Bransford*,  
16 *et al. v. City of Los Angeles*, Case No. BC565618, *Fontaine v. City of Los Angeles, et al.*, Case No.  
17 BC571664, *Kimhi v. City of Los Angeles*, Case No. BC536272 (collectively, the “Action”) are  
18 consolidated for all purposes.

19 2. This Court has both subject matter jurisdiction and personal jurisdiction as to the  
20 Action and all Parties.

21 3. The proposed Settlement set forth in the Revised Class Action Settlement  
22 Agreement and Limited Release dated November 9, 2016 (the “Settlement Agreement”) is  
23 preliminarily approved.

24 4. Based upon the submissions of the Parties, and for purposes of this Settlement only,  
25 the Court conditionally makes the following findings:

26 a. The members of the Settlement Class are so numerous as to make joinder  
27 impracticable.

28 b. There are questions of law and fact common to the Settlement Class, and such



1 questions predominate over any questions affecting only individual Settlement  
2 Class Members for purposes of the Settlement.

- 3 c. Plaintiff Jones' claims and the defenses thereto are typical of the claims of the  
4 Settlement Class Members and the defenses thereto for purposes of the  
5 Settlement.
- 6 d. Plaintiff Kimhi's claims and the defenses thereto are typical of the claims of the  
7 Solar Subclass Members and the defenses thereto for purposes of the Settlement.
- 8 e. Plaintiff and his counsel have fairly and adequately protected, and will continue  
9 to fairly and adequately protect, the interests of the Settlement Class Members  
10 with respect to the Settlement.
- 11 f. The proposed Settlement is superior to all other available methods for fairly and  
12 efficiently resolving this Action.
- 13 g. Accordingly, for settlement purposes only, the Court conditionally certifies a  
14 Settlement Class comprised of

15 All LADWP customers who were over-charged for electric, water,  
16 sewage or sanitation services between the dates of September 3,  
17 2013 and the present, and who are entitled to credits or refunds for  
18 electric, water, sewage or sanitation services and/or for participation  
19 in the LADWP's solar incentive program from February 13, 2010.

20 Expressly excluded from the Settlement Class are the Judge to  
21 whom this case is assigned, any members of the Judge's immediate  
22 family, and counsel of record in this action.

23 5. This matter is preliminarily certified as a class action for settlement purposes only,  
24 pursuant to Section 382, Section 1781 and Rule 3.769(c) and (d) of the California Rules of Court.  
25 If the Court does not finally approve the Settlement, Defendant retains the right to assert that this  
26 Action may not be certified as a class action for liability purposes, and no Party shall rely on this  
27 preliminary approval as support for the certification of a class in this or any other action.

28 6. The Court hereby appoints: (i) Antwon Jones as representative of the Settlement  
Class and (ii) Yaar Kimhi as the representative of the Solar Subclass.

7. Jack Landskroner of Landskroner Grieco Merriman, LLC is appointed as Class  
Counsel.

1           8.       Michael J. Libman of the Law Offices of Michael J. Libman is appointed Liaison  
2 Counsel.

3           9.       Kurtzman Carson Consultants, LLC is appointed to serve as Claims Administrator.

4           10.      Paul Bender of Paul Bender Consulting is appointed to serve as the CC&B System  
5 Monitoring Expert.

6           11.      Barbara R. Barkovich, Ph.D of the firm of Barkovich & Yap, Inc. is appointed to  
7 serve as Special Master.

8           12.      The Settlement Agreement shall be used for settlement purposes only. The fact of,  
9 or any provision contained in, the Settlement Agreement or any action taken pursuant to it shall not  
10 constitute an admission of the validity of any claim or any factual allegation that was or could have  
11 been made by Plaintiff and members of the Settlement Class in the present action or of any  
12 wrongdoing or liability of any kind on the part of Defendant. The Settlement Agreement shall not  
13 be offered or be admissible in evidence by or against Defendant (or any Released Parties as  
14 defined in the Settlement Agreement) or cited or referred to in any other action or proceeding,  
15 except (a) in any action or proceeding brought by or against the Parties to enforce or otherwise  
16 implement the terms of the Settlement Agreement, or (b) in any action involving Plaintiff, or  
17 members of Settlement Class, in which the allegations are based on the same factual bases and  
18 allegations set forth in this case, to support a defense of res judicata, collateral estoppel, release,  
waiver or other theory of claim preclusion, issue preclusion, or similar defense.

19          13.      A final hearing (the “Final Approval Hearing”) shall be held before this Court on  
20 \_\_\_\_\_, 2017 at \_\_ \_\_m., to determine whether (a) this Action meets each of the  
21 prerequisites for class certification set forth in Section 382 and Section 1781, and may properly be  
22 maintained as a class action on behalf of the Settlement Class; (b) the Settlement Agreement  
23 should receive final approval as fair, reasonable, adequate, and is in the best interests of the  
24 Settlement Class in light of any objections presented by Settlement Class Members and the Parties’  
25 responses to any such objections; (c) an order granting final approval of the Settlement Agreement  
26 and entering final judgment, as provided in the Settlement Agreement, should be entered; and (d)  
27 the applications of Class Counsel for the payment of attorneys’ fees and expenses, and service  
28 awards are reasonable and should be approved. The Final Approval Hearing may be postponed,

1 adjourned or continued by further order of this Court, without further notice to the Parties or the  
2 Settlement Class Members.

3 14. Settlement Class Members or their counsel who wish to appear at the Final  
4 Approval Hearing must make such request by notifying the Clerk of the Court and the Parties'  
5 respective counsel in writing at the following addresses:

6 **Plaintiff's Counsel**

7 Jack Landskroner, Esq.

8 **LANDSKRONER GRIECO MERRIMAN, LLC**

9 1360 W 9th Street, #200

10 Cleveland, OH 44113

11 **Defendant's Counsel**

12 Maribeth Annaguey, Esq.

13 **LINER LLP**

14 1100 Glendon Avenue, 14<sup>th</sup> Floor

15 Los Angeles, California 90024

16 Any such request must be filed with the Clerk of the Court and received by the Parties'  
17 respective counsel no later than \_\_\_\_\_, 2017 and must state the name, address and  
18 telephone number and LADWP account number of the Settlement Class Member, as well as the  
19 name, address and telephone number of the person who will appear on his or her behalf. Any  
20 request for appearance that fails to satisfy the requirements of this paragraph, or that has not been  
21 properly or timely submitted, may be deemed ineffective and shall be deemed to constitute a  
22 waiver of such Settlement Class Members' rights to appear and to be heard on the Settlement at the  
23 Final Approval Hearing.

24 15. Any person included within the Settlement Class who wishes to be excluded from  
25 membership in the Settlement Class must do so in writing by mailing a written request for  
26 exclusion to the Claims Administrator at \_\_\_\_\_ by no later than \_\_\_\_\_, 2017.  
27 The request must: (i) clearly express the Settlement Class Member's desire to be excluded or to  
28 "opt out" from the Settlement Class; (ii) include the Settlement Class Member's name, address and  
telephone number, LADWP account number and, if represented by counsel, counsel's name,  
address and telephone number; and (iii) be signed by the Settlement Class Member.

a. If a Settlement Class Member has multiple LADWP accounts and wishes to be  
excluded from membership in the Settlement Class, the Settlement Class

Member must submit a request for exclusion for each separate account.

b. Any Person who is a member of the Settlement Class who wishes to be excluded from the Settlement Class can only opt out for him or herself, and cannot opt out for any other Person. Nor can any Person who is a Settlement Class Member authorize any other Person to opt out on his or her behalf.

c. Any Settlement Class Member who has filed an objection to the fairness, reasonableness or adequacy of the proposed Settlement shall be deemed not to have opted out of the Settlement Class pursuant to this paragraph. However, in the event that a Settlement Class Member makes a submission to the Court and the Parties that appears to assert both an objection to the fairness, reasonableness or adequacy of the proposed Settlement, and a statement of intent to opt out of the Settlement Class, such submission shall be treated as a statement of intent to opt out of the Settlement Class, but not an objection.

16. Any Settlement Class Member who has not timely mailed a written request for exclusion from the Settlement Class may object to the fairness, reasonableness or adequacy of the proposed Settlement. Each Settlement Class Member who wishes to object to any term of this agreement must do so in writing by mailing a written objection to the Claims Administrator at \_\_\_\_\_ by no later than \_\_\_\_\_, 2017. Any such objection must: (i) state, in detail, the legal and factual ground(s) for the objection; (ii) include the Settlement Class Members name, address and telephone number and LADWP account number, and, if represented by counsel, counsel's name, address and telephone number; and (iii) be signed by the Settlement Class Member.

a. Settlement Class Members may object either on their own, or through an attorney hired at their own expense. If the objecting Settlement Class Member hires an attorney to represent him or her, that attorney must file with the Court and serve upon the Parties' respective counsel at the addresses set forth in Paragraph 14 herein, a notice of appearance no later than \_\_\_\_\_, 2017.

b. Any objection that fails to satisfy the requirements stated herein, or that is not properly and timely submitted, will be deemed ineffective, and will be deemed by the Parties to have been waived, and the Parties reserve their right to argue that the Settlement Class Member asserting such objection is not entitled to have his or her objection heard or otherwise considered by the Court.

17. The Court finds that the form, manner and content of the Class Notice will provide the best notice practicable to the Settlement Class under the circumstances and constitute valid, due, and sufficient notice to all Settlement Class Members, fully complying with California Code of Civil Procedure § 382, California Code of Civil Procedure § 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law. All costs incurred in connection with the preparation and dissemination of any notices to the Settlement Class shall be

borne by Defendant.

18. Not later than 90 business days after the entry of this Order of Preliminary Approval, Defendant shall cause Class Notice to be disseminated as follows:

- i. direct Mailed Class Notice to all those customers of LADWP for which Defendant has street addresses and with whom Defendant routinely communicates via United States First Class Mail pursuant to customers' instructions;
- ii. direct Emailed Class Notice to all those customers of LADWP for which Defendant has email addresses and with whom Defendant routinely communicates via email pursuant to customers' instructions;
- iii. publication of a summary Class Notice in *The Los Angeles Times* and *La Opinion*;
- iv. establishment of a Settlement website by the Claims Administrator; and
- v. publication notice on LADWP's website.

19. The Parties shall file and serve papers in support of final approval of the Settlement by \_\_\_\_\_, 2017.

20. Class Counsel shall file any applications for an award of attorneys' fees, costs and litigation expenses, and reimbursement awards for Plaintiff's expenses by \_\_\_\_\_, 2017.

21. Class Counsel shall file a single memorandum of law that addresses: (i) arguments in favor of final approval of the Settlement; and (ii) Class Counsel's application for an award of attorneys' fees, costs and litigation expenses, and service awards for Plaintiff's efforts and expenses. Such memorandum of law shall not exceed 50 pages in length.

22. The Parties shall file and serve reply papers in further support of final approval of the Settlement and/or Class Counsel's application for an award of attorneys' fees, costs and litigation expenses, and reimbursement awards for Plaintiffs' expenses by no later than \_\_\_\_\_, 2017.

23. The Final Approval Hearing shall be held at \_\_\_\_\_.m. on \_\_\_\_\_, 2017 in Department \_\_\_\_\_.

24. If the proposed Settlement is finally approved, the Court shall enter a separate order finally approving the Settlement and entering judgment. Such order and judgment shall be fully

1 binding with respect to all members of the Settlement Class.

2       25. Pending further orders by this Court, all proceedings in this Action or Actions –  
3 other than proceedings pursuant to this Order – shall be stayed and all members of the Settlement  
4 Class who do not request exclusion from the Settlement Class in the manner required by this Order  
5 shall be enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of  
6 action (except those based on or relating to personal injury or wrongful death), in any jurisdiction  
7 or court against Defendant relating to or arising out of the subject matter of this action.

8  
9 Dated: \_\_\_\_\_

SO ORDERED:

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11 Hon. Elihu M. Berle  
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## **EXHIBIT D**

## Exhibit D

### [Credit/Refund Letter – Pre-Identified Non-Claims Made Subclass]

Dear \_\_\_\_\_,

A class action lawsuit was filed in the Superior Court of California, captioned *Jones v. City of Los Angeles*, No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were overbilled or otherwise damaged by the defective implementation of the LADWP’s new billing system, or were damaged as a result of participating in the LADWP’s solar incentive program (the “Lawsuit”).

In connection with the Settlement of the Lawsuit, the LADWP has reviewed its records and has determined that you are a member of the following Subclass(es) and you have been overcharged in the following amounts:

[Insert Subclass Group]      [Insert Amount]

As a Settlement Class Member, you are entitled to receive 100% of the overcharges as well as other damages you may have incurred that are causally related to the overcharge.

- (1) If you wish to receive this amount, you do not need to do anything. [The LADWP will credit your account in the amount stated above, and this amount will be reflected on your billing statement.] [The LADWP will send you a check in the amount stated above.]
- (2) If you disagree with the amount stated above you have 30 days to request an independent review by a Special Master. To request an independent review, send a signed letter that: (i) states that you dispute your settlement award as determined by the LADWP; and (ii) explains the reasons you dispute this amount and what amount you believe you are entitled to and why. You must attach to your letter copies of all documents that you believe support your position.

Send your request for independent review to:

Special Master – LADWP Billing Class Action  
c/o Kurtzman Carson Consultants

XXXXX  
XXXXX

Remember, your request for the Special Master review must be postmarked **no later than 30 days from the date of this letter.**



- (3) If you believe you have been damaged by the LADWP in any other way (in addition to the overcharge amount stated above), you may be entitled to recover some or all of those other damages. In order to receive any such damages, you **must submit a Claim Form postmarked no later than \_\_\_\_\_, 2017**. A Claim Form is included with this letter and can also be obtained at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

Your Claim Form will be reviewed and you will be notified by letter of the amount of money, if any, you will receive in connection with your claim. If you disagree with the determination, you will have 30 days to request review by the Special Master.

- (4) If you wish to exclude yourself from this Settlement, you must do so no later than \_\_\_\_\_, 2017. If you exclude yourself from the Settlement, you will not be eligible for any settlement benefits, including receipt of the amount indicated in this letter, and you will waive all rights to object to the settlement. For directions on how to exclude yourself from the Settlement, please refer to the Class Notice included with this letter or call 1-800-\_\_\_\_\_.

If you have questions regarding this letter or your options under the Settlement, you may call 1-800-\_\_\_\_\_.

## **EXHIBIT E**

## EXHIBIT E

### [Identification Letter – Pre-Identified Claims Made Subclass]

Dear \_\_\_\_\_:

A class action lawsuit was filed in the Superior Court California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were overbilled or experienced other billing errors that were caused by, and are related to, the defective implementation of the LADWP’s new billing system or incurred damages as a result of participating in the LADWP’s solar incentive program (the “Lawsuit”).

In connection with the Settlement of the Lawsuit, the LADWP has conducted a search of its internal records, and has determined that you are a member of the \_\_\_\_\_ Subclass and you may be entitled to a [credit] [refund]

In order to determine the amount of the [credit] [refund], if any, that you may be entitled to receive, you must submit a Claim Form, which is included with this letter, postmarked no later than \_\_\_\_\_, 2017, to the following address:

**Claims Administrator**

**Address**

**Address**

**City, State, ZIP**

You may also complete and electronically submit a Claim Form at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) no later than \_\_\_\_\_, 2017, if you prefer.

Additionally, you must provide the required documents specified in the Claim Form in order to receive a [credit] [refund]. If you do not submit a timely Claim Form and the required documentation, you will not receive a [credit] [refund], if one may be owed to you.

Your Claim Form will be reviewed and you will be notified by letter of the amount, if any, you will receive. If you disagree with the determination, you will have 30 days to request an independent review by the Special Master by sending a letter, via First Class Mail that: (a) states that you dispute the amount of the credit or refund that was determined is owed to you and that you desire to initiate a review by the Special Master; (b) explains the reason(s) that you are disputing the amount of the credit or refund; (c) and attaches all documents relied upon by you in disputing the amount of the credit or refund.

Your request must be sent to:

Special Master - LADWP Billing Class Action

c/o Kurtzman Carson Consultants LLC

XXXXXXX

XXXXXXX

XXXXXXX

**All requests for a Special Master Review must be postmarked within 30 days of the date of the letter informing you of the amount of the credit or refund that is determined is owed to you. Failure to file a timely request for a review will automatically result in a denial of your request.**

If you wish to exclude yourself from the Settlement, you must mail a request for exclusion to the following address:

XXXXXXX

XXXXXXX

XXXXXXX

You must personally sign the exclusion request. Your request must: (i) clearly express your desire to be excluded or to “opt out” from the Settlement; (ii) include your name, address and telephone number, LADWP account number and, if represented by counsel, counsel’s name, address and telephone number. **Your exclusion request must be postmarked no later than \_\_\_\_\_ or it will not be accepted.**

If you exclude yourself from the Settlement, you will not be eligible for any Settlement benefits, including receipt of the amount you are seeking in any claim form submitted, and you will waive all rights to object to the Settlement.

If you have questions regarding this letter, you may call \_\_\_\_\_ and ask for assistance.

## **EXHIBIT F**

## EXHIBIT F

### [Omnibus Subclass Letter]

Dear \_\_\_\_\_:

A class action lawsuit was filed in the Superior Court California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were over-billed or experienced other billing errors that were caused by, and are related to, the defective implementation of the LADWP’s new billing system or incurred damages as a result of participating in the LADWP’s solar incentive program (the “Lawsuit”).

In connection with the Settlement of the Lawsuit, the LADWP has conducted a search of its internal records in order to determine which customers are members of the Subclass(es). The LADWP has not identified you as a member of any Subclass. Although you were not identified as a member of any Subclass, you may still submit a Claim Form in order to receive a monetary credit or a refund if you believe that you were: (i) incorrectly assessed a charge associated with your power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed in the Settlement; or (ii) otherwise damaged as a result of your participation in the LADWP’s solar incentive program at any time from February 13, 2010 to the present.

In order to determine the amount of the credit or refund, if any, that you may be entitled to receive, you must submit a Claim Form, which is included with this letter, postmarked no later than \_\_\_\_\_, 2017 to the following address:

**Claims Administrator**  
**Address**  
**Address**  
**City, State, ZIP**

You may also complete and electronically submit a Claim Form at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) no later than \_\_\_\_\_, 2017, if you prefer.

Additionally, you must provide the required documents specified in the Claim Form in order to receive a credit or refund. If you do not submit a timely Claim Form and the required documentation, you will not receive a credit or refund, if one may be owed to you.

Your Claim Form will be reviewed and you will be notified by letter of the amount, if any, you will receive. If you disagree with the determination, you will have 30 days to request an independent review by the Special Master by sending a letter, via First Class Mail that: (a) states that you dispute the amount of the credit or refund that was determined is owed to you and that you desire to initiate a review by the Special Master;

(b) explains the reason(s) that you are disputing the amount of the credit or refund; (c) and attaches all documents relied upon by you in disputing the amount of the credit or refund.

Your request must be sent to:

Special Master - LADWP Billing Class Action  
c/o Kurtzman Carson Consultants LLC

XXXXXXX  
XXXXXXX  
XXXXXXX

**All requests for a Special Master Review must be postmarked within 30 days of the date of the letter informing you of the amount of the credit or refund that is determined is owed to you. Failure to file a timely request for a review will automatically result in a denial of your request.**

If you wish to exclude yourself or “opt out” from the Settlement, you must mail a request for exclusion to the following address:

XXXXXXX  
XXXXXXX  
XXXXXXX

You must personally sign the exclusion request. Your request must: (i) clearly express your desire to be excluded or to “opt out” from the Settlement; (ii) include your name, address and telephone number, LADWP account number and, if represented by counsel, counsel’s name, address and telephone number. **Your exclusion request must be postmarked no later than \_\_\_\_\_ or it will not be accepted.**

If you exclude yourself from the Settlement, you will not be eligible for any Settlement benefits, including receipt of the amount you are seeking in any claim form submitted, and you will waive all rights to object to the Settlement.

If you have questions regarding this letter, you may call \_\_\_\_\_ and ask for assistance.

## **EXHIBIT G**



## Exhibit G

### [Claim Form and Settlement Declaration]

*Jones v. City of Los Angeles*  
Case No. BC577267

### Claim Form and Settlement Declaration

Name: \_\_\_\_\_

Company Name  
(if applicable): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

LADWP Account No.: \_\_\_\_\_

#### **GENERAL INSTRUCTIONS**

A class action lawsuit was filed in the Superior Court of the State of California, County of Los Angeles, captioned *Jones v. City of Los Angeles*, Case No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the "LADWP") were over-billed or experienced other billing errors that were caused by, and are related to, the defective implementation of the LADWP's new billing system, or incurred damages as a result of participating in the LADWP's solar incentive program.

The LADWP has agreed to reimburse customers for 100% of the amount(s) that they were over-billed or damaged.

Please read *each* Part of this Claim Form carefully because you may be eligible to submit a claim under more than one Part.

This Claim Form, and all required documentation, must be submitted **no later than** \_\_\_\_\_, **2017**. You must keep all original documents. **Please submit copies, only.**

This Claim Form may be submitted by regular U.S. Mail to:

**Claims Administrator**  
**Address**

Address  
City, State, ZIP

If you choose to submit this Claim Form by U.S. Mail, it must be postmarked by \_\_\_\_\_, 2017.

A Claim Form may also be submitted electronically at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

If you choose to electronically submit a Claim Form, you must do so by \_\_\_\_\_, 2017.

### **MAKING A CLAIM**

#### **PART 1: Overbilled, Incorrect Fee, Unrefunded Balance and Solar Subclasses<sup>1</sup>**

(a) **If:**

- the LADWP has sent you a letter that identifies you as a member of the: (i) **Overbilled Subclass**; (ii) **Incorrect Fee Subclass**; (iii) **Unrefunded Balance Subclass** and/or (iv) **Solar Subclass**

**AND**

- you wish to receive the amount stated in the letter,

**Then: Do Nothing.** If you are a current LADWP customer, the LADWP will provide you with a credit that will be reflected on your billing statement. If you are a former LADWP customer, the LADWP will send a check to you at your current address.

(b) **If:**

- the LADWP has sent you a letter that identifies you as a member of the: (i) **Overbilled Subclass**; (ii) **Incorrect Fee Subclass**; (iii) **Unrefunded Balance Subclass** and/or (iv) **Solar Subclass**

**AND**

- you believe that you have incurred damages or losses **beyond** the amount stated in your letter,

**Then: Provide the information requested in this Part directly below and submit this**

\_\_\_\_\_

<sup>1</sup> The definitions of each Subclass may be found on pages xx-xx of the accompanying Class Notice.

### **Claim Form.**

Please provide a brief explanation of the damages or losses that you believe you have incurred. (These damages or losses can include: repair costs; service costs (*e.g.*, the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

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Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

### **PART 2: Premise Condition/Estimated Bills and Automatic Bill Payment/Bank Overdraft Charge Subclasses<sup>2</sup>**

(a) **If:**

- the LADWP has sent you a letter that identifies you as a member of the **Premise Condition/Estimated Bills Subclass,**

**Then: Provide the information requested in this Part directly below and submit this Claim Form.**

Please describe the premise condition on your property, including the dates that the condition existed, when it was fixed, and the amount you paid to fix the condition. In you believe that you have incurred any other damages or losses that you believe resulted from this condition, please explain. (These damages or losses can include: repair costs; service costs (*e.g.*, the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

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<sup>2</sup> The definitions of each Subclass may be found on pages xx-xx of the accompanying Class Notice.

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Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

(b) **If:**

- the LADWP has sent you a letter that identifies you as a member of the **Automatic Bill Payment/Bank Overdraft Charge Subclass**,<sup>3</sup>

**Then: Provide the information requested in this Part directly below and submit this Claim Form.**

Please identify the bank at which the overdraft charges occurred, the dates of all overdrafts, and the amounts of any overdraft fees that were charged by the bank as a result of your bank account being overdrawn after a payment was made out of the account to the LADWP. If you believe that you have incurred any damages or losses beyond the amount of the overdraft fees, please explain. (These damages or losses can include: finance, interest, or overdraft charges imposed by a third-party; or other losses not listed here).

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Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

### **PART 3: Field Work Investigation Claim**

The LADWP has sent you a letter informing you that there is a pending field work investigation for your Property, you will not need to consider filing a claim form until such time as you receive a letter informing you of the its determination of the field work investigation.

(a) **If:**

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<sup>3</sup> The definitions of each Subclass may be found on pages xx-xx of the accompanying Class Notice.

- the LADWP has sent you a letter informing you of its determination of a field work investigation,

**AND**

- the LADWP has requested, in its determination letter, that you submit a Claim Form,

**Then: Provide the information requested in this Part directly below and submit this Claim Form.**

Please provide the Field Work Identification Number found in the top left portion of your Field Work Investigation Determination Letter and provide a brief explanation of the damages or losses that you believe you have incurred. (These damages or losses can include: repair costs; service costs (e.g., the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

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**(b) If:**

- the LADWP has sent you a letter informing you of its determination of a field work investigation,

**AND**

- you disagree with the LADWP's determination,

**Then: Provide the information requested in this Part directly below and submit this Claim Form.**

Please provide the Field Work Identification Number found in the top left portion of your Field Work Investigation Determination Letter and please provide a brief explanation as to why you disagree with the conclusions and the damages or losses that you believe you have incurred. (These damages or losses can include: repair costs; service costs (e.g., the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

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Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

**PART 4: Omnibus Subclass<sup>4</sup>**

(a) **If:**

- the LADWP has sent you a letter stating that you have not been identified as a member of any Subclass

**AND**

- you believe that you were:
  - incorrectly assessed a charge associated with your power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed in the Settlement

**OR**

- damaged as a result of your participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present

**Then: Provide the information requested in this Part directly below and submit this Claim Form.**

Please provide a brief explanation of the damages or losses that you believe you have incurred. (These damages or losses can include: repair costs; service costs (*e.g.*, the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

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<sup>4</sup> The definitions of each Subclass may be found on pages xx-xx of the accompanying Class Notice.

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Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

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**Declaration**

I, \_\_\_\_\_, hereby declare under penalty of perjury, under the laws of the United States and the State of California, that the information provided in this Claim Form is true and correct. By submitting this Claim Form, I also hereby submit and consent to the jurisdiction of the Superior Court of the State of California, County of Los Angeles, in this matter.

\_\_\_\_\_  
Date: (mm/dd/yyyy)

\_\_\_\_\_  
Signature or Electronic Signature

**THIS DECLARATION IS MADE UNDER PENALTY OF  
PERJURY**

## **EXHIBIT H**



1  
2 **Exhibit H**

3  
4 **[Final Order and Judgment]**  
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**  
12

13 **ANTWON JONES, on behalf of himself and**  
14 **all others similarly situated,**

15 **Plaintiff,**

16 **vs.**

17 **CITY OF LOS ANGELES, by and through the**  
18 **LOS ANGELES DEPARTMENT OF**  
19 **WATER AND POWER, and DOES 1 through**  
20 **50, inclusive,**

21 **Defendants.**

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),  
BC568722, BC571664 and BC574690]

[PROPOSED]  
ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT and FINAL  
JUDGMENT

Date:  
Time:  
Place:

Assigned for All Purposes to the  
Hon. Elihu M. Berle, Dept. 323

Action Filed: January 7, 2015  
Trial Date: None Set

1  
2 WHEREAS, plaintiff Antwon Jones (“Plaintiff”) moved this Court for an Order, pursuant  
3 to Section 382 of the California Code of Civil Procedure (“Section 382”) and California Civil  
4 Code § 1781 (“Section 1781”), seeking final approval of a class action settlement and entry of final  
5 judgment (the “Motion”); and

6  
7 WHEREAS, defendant the City of Los Angeles, by and through the Los Angeles  
8 Department of Power and Water (“LADWP”) and DOES 1 through 50, inclusive (collectively,  
9 “Defendant”) joins Plaintiff in seeking this same relief; and

10 WHEREAS, the Court reviewed the submissions of the parties, all properly and timely filed  
11 objections to the Settlement, and the Parties’ responses to such objections, and held a Final  
12 Approval Hearing on \_\_\_\_\_, 2017 (the “Final Approval Hearing”), and good cause  
13 appearing;

14 IT IS ORDERED that the Motion is GRANTED, subject to the following terms and  
15 conditions:

16 1. With respect to the capitalized terms set forth herein, the Court, for purposes of  
17 this Final Judgment and Order (“Final Order”), adopts the definitions set forth in the Revised  
18 Class Action Settlement Agreement and Limited Release dated November 9, 2016 (the  
19 “Settlement Agreement”).

20 2. This Court has continuing and exclusive jurisdiction over the Settlement and all  
21 Parties hereto for the purpose of construing, enforcing and administering the Settlement  
22 Agreement.

23 3. The Court finally certifies, for settlement purposes only, the following Settlement  
24 Class:

25 All LADWP customers who were over-charged for electric, water,  
26 sewage or sanitation services between the dates of September 3,  
27 2013 and the present, and who are entitled to credits or refunds for  
28 electric, water, sewage or sanitation services and/or for  
participation in the LADWP’s solar incentive program from

February 13, 2010.

Expressly excluded from the Settlement Class are the Judge to whom this case is assigned, any members of the Judge's immediate family, and counsel of record in this action.

4. With respect to the Settlement Class, this Court finds that: (a) the members of the Settlement Class are so numerous their joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Settlement Class in individually controlling the prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by the Settlement Class, (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum, and (iv) the difficulties likely to be encountered in the management of the action.

5. Class Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. These materials satisfied the requirements of California Code of Civil Procedure § 382 and California Civil Code § 1781 and Rule 3.766 of the California Rules of Court and (a) provided the best practicable notice, (b) were reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, the terms of the Settlement Agreement, and of their right to appear or object to or exclude themselves from the Settlement Class, (c) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice, and (d) fully complied with the applicable laws of the State of California. Accordingly, the Court determines that all members of the Settlement Class are bound by this Order and by the final judgment to be entered pursuant thereto.

6. The Settlement Agreement was arrived at after extensive arm's length negotiations conducted in good faith by counsel for the parties, and is supported by the majority of the members of the Settlement Class. Accordingly, this Court hereby approves the Settlement

1 Agreement as fair, reasonable and adequate in light of the complexity, expense and duration of  
2 the litigation, and the risks inherent and involved in establishing liability and damages, and in  
3 maintaining the class action as to liability issues through trial and appeal.

4 7. The promises and commitments of the Parties under the terms of the Settlement  
5 Agreement constitute fair value given in exchange for the releases of the Released Claims. The  
6 following claims are therefore released against Defendant:

7 any claims, damages, suits, demands, liabilities, judgments, losses and causes of  
8 action which have accrued as of the date of entry of the Order of Preliminary  
9 Approval relating to or arising from the billing issues alleged in the operative  
pleadings in the Actions, including:

10 (i) overbilling as a result of charging an incorrect rate, incorrect  
11 amount of consumption, incorrect utility tax rate or the failing to apply a discount;

12 (ii) billing incorrect fees, including but not limited to late payment  
13 fees, reconnect fees and/or start service fees;

14 (iii) retaining refunds during the period of September 3, 2013 to the  
15 present that were due;

16 (iv) billing for greater quantities of water, power or sewage than  
17 otherwise would have been charged but for the existence of a premise condition;

18 (v) the assessment of overdraft fees resulting from the LADWP having  
19 charged customers an incorrect billing amount; and

20 (vi) for solar customers, delay in providing a reservation confirmation  
21 to and/or connecting the solar system, and/or failure to bill for energy consumed  
22 and/or generated; and/or failure to credit for excess energy generated by the  
customer's solar power system at any time from February 13, 2010, through the  
date of the entry of the Order of Preliminary Approval

23 sounding in law or equity, seeking damages or any other relief, that are now  
24 recognized by law or that may be created or recognized in the future by statute,  
25 regulation, judicial decision or in any other manner, based upon any federal or  
26 state statutory or common law including but not limited to, claims sounding in  
27 tort, contract and the consumer protection laws of the United States or of any state  
28 or other jurisdiction within the United States, and all claims, damages, suits,  
demands, liabilities, judgments, losses or causes of action which have been, might  
have been, are now, or could be asserted by any plaintiff or any Settlement Class  
Member arising out of, based upon, or related to, in whole or in part, the facts and  
circumstances underlying the claims and causes of action set forth in the Actions.

Released Claims include claims for economic and non-economic damages that were proximately caused by the LADWP having overbilled its customers during the time periods set forth in the operative Complaint in the *Jones Action*. These economic and non-economic damages may be direct, incidental, or consequential and, by way of example, include: repair costs; services costs (e.g., the cost of a plumber or electrician to examine or repair a premise condition); finance, interest, or overdraft charges imposed by a third party; costs related to or arising from erroneous disconnections; reconnection fees; loss of perishable items; damage to personal property; personal injury or illness; or loss of wages or business income. All such losses and damages are expressly deemed Eligible Claims pursuant to this Revised Agreement and a Settlement Class Member is entitled to seek recovery of 100% of such losses and damages through the Omnibus claims process.

Released Claims also include claims for economic and non-economic damages that resulted in overbilling customers and were proximately caused by the LADWP's failure to: (i) timely undertake field investigations, conduct field maintenance, perform meter reads, or provide accurate information concerning actual utilization; (ii) prorate or allot utilization in accordance with applicable rate schedules; and (iii) comply with disconnection rules and the imposition of associated charges. All such losses and damage are expressly deemed Eligible Claims pursuant to this Revised Agreement and a Settlement Class Member is entitled to seek recovery of 100% of such losses and damages through the Omnibus claims process.

Released Claims do not include:

- (i) the claims asserted in the action, *Morski v. City of Los Angeles by, and through, the Los Angeles Department of Water & Power*, Los Angeles Superior Court Case No BC 568722 (the "*Morski Action*"), which allege that the LADWP violated Ordinance Nos. 180127, 182273, and 170435 (as amended by Ordinance No. 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance No. 177968 and Ordinance No. 179802) by assessing tiered billing without obtaining actual monthly meter reads and without providing regular, timely, and accurate monthly bills to its customers ("Non-Monthly Tiered Billing Claims");
- (ii) causes of Action 27-32 in the First Amended Complaint filed on October 20, 2015 in the action entitled *Macias v. City of Los Angeles erroneously sued as Los Angeles Department of Water and Power, et al.*, Los Angeles Superior Court Case No. BC594049 (the "*Macias Action*"), which counsel for Plaintiff Macias has represented will also be asserted in the Third Amended Complaint that will be filed in the *Macias Action* on or before November 10, 2016;
- (iii) claims for violations of California's Bane Act, Civil Code § 51.2;

- 1 (iv) claims arising out of field work investigations created after December 21, 2015;
- 2 (v) claims arising out of LADWP's failure to record or credit payments made by
- 3 customers;
- 4 (vi) claims arising from the Back-Billing of customers during the period September 3,
- 5 2013 through September 10, 2015; and
- 6 (vii) claims for personal injury.

7 8. All members of the Settlement Class who did not make a valid request for

8 exclusion from the Settlement Class in the time and manner provided in the Settlement

9 Agreement are barred, permanently enjoined, and restrained from commencing or prosecuting

10 any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against

11 Defendant and/or the Released Parties based upon, relating to, or arising out of, any of the

12 Released Claims. However, all members of the Settlement Class who did make a valid request

13 for exclusion from the Settlement Class in the time and manner provided in the Settlement

14 Agreement are not barred, permanently enjoined, or restrained from commencing or prosecuting

15 any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against

16 Defendant and/or the Released Parties based upon, relating to, or arising out of, any of the

17 Released Claims.

18 9. By operation of this Final Order and upon the occurrence of the Effective Date,

19 Defendant and/or the Released Parties shall be deemed to have, and by operation of this Final

20 Order shall have, fully, finally, and forever released, relinquished and discharged each and all

21 members of the Settlement Class, Plaintiff and Class Counsel from all claims (including

22 unknown claims), arising out of, relating to, or in connection with the institution, prosecution,

23 assertion, settlement or resolution of this litigation or the Released Claims.

24 10. For good cause shown, the Court awards a service award to Plaintiff Jones and

25 Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak in the amount of \$\_\_\_\_\_ each

26 for the time and expenses expended in connection with the prosecution of the Action, which shall

27 be paid by Defendant.

28

1           11. For good cause shown, the Court awards Class Counsel: (i) reasonable attorney  
2 fees in the amount of \$\_\_\_\_\_; and (ii) expenses in the amount of  
3 \$\_\_\_\_\_. The attorneys' fees and reimbursement of expenses awarded by the  
4 Court shall be paid by Defendant within 7 business days after this Order has been entered.  
5 Defendant will pay the amount awarded by the Court directly to an account established by Class  
6 Counsel. Class Counsel shall be responsible for allocating the attorneys' fees and expenses  
7 among Plaintiff's counsel.

8           12. For good cause shown, the Court approves the right of Class and Liaison Counsel  
9 to make quarterly applications to this Court for additional awards of reasonable attorneys' fees at  
10 the rate of twenty-nine percent (29%) of all future recoveries by Class Members subsequent to  
11 Final Approval for (i) Field Work claims; (ii) Pre-Identified Claims Made claims; (iii) Omnibus  
12 claims; and (iv) all claims paid in connection with the Settlement by, or on behalf of, the City of  
13 Los Angeles, including all departments thereof. The \$1 million of future attorneys' fees  
14 identified in the Memorandum of Understanding executed on June 12, 2015 shall be utilized to  
15 pay any such future attorneys' fees awarded to Class Counsel by the Court and shall not be in  
16 addition to any future attorneys' fees awarded by the Court, as set forth in the Settlement  
17 Agreement. Should the Court award such future attorneys' fees to Class Counsel, Defendant will  
18 pay the amount of attorneys' fees awarded by the Court within 7 business days after the Court  
19 issues an order granting Class Counsel's application. Defendant will pay the amount awarded by  
20 the Court directly to an account established by Class Counsel and Liaison Counsel, and Class  
21 Counsel shall be responsible for allocating any future attorneys' fees.

22           13. The Settlement Agreement shall not be offered or be admissible in evidence by or  
23 against Defendant or cited or referred to in any other action or proceeding, except (1) in any  
24 action or proceeding brought by or against the Parties to enforce or otherwise implement the  
25 terms of the Settlement Agreement, or (2) in any action involving Plaintiff, members of the  
26 Settlement Class, or any of them, to support a defense of res judicata, collateral estoppel, release,  
27 or other theory of claim preclusion, issue preclusion, or similar defense.

1           14.     If, for any reason, the Effective Date does not occur, this Final Judgment shall be  
2 deemed vacated and shall have no force or effect whatsoever.

3           15.     Without affecting the finality of this Judgment in any way, the Court hereby  
4 retains continuing jurisdiction over (a) the implementation of this Settlement and any award or  
5 distribution to the Settlement Class members; (b) hearing and determining an application for  
6 attorneys' fees and costs and (c) all parties for the purpose of enforcing and administering the  
7 Settlement Agreement pursuant to California Code of Civil Procedure § 664.6 or otherwise.

8           16.     The Clerk is directed to enter this Final Order forthwith.

9  
10 Dated: \_\_\_\_\_, 2017

SO ORDERED:

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14 HON. ELIHU M. BERLE  
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# **EXHIBIT I**

## **Exhibit I**

### **[Field Work Notification Letter]**

Dear \_\_\_\_\_:

As you may be aware, a class action lawsuit was filed in the Superior Court of California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were overcharged or experienced other billing errors that were caused by, and are related to, the defective implementation of the LADWP’s new billing system or incurred damages as a result of participating in the LADWP’s solar incentive program (the “Lawsuit”).

In connection with the settlement of the Lawsuit, the LADWP is writing to inform you that, as of the date of this letter, there is a pending field work investigation for the property located at \_\_\_\_\_ (the “Property”). The purpose of this field work investigation is to investigate whether any conditions exist on the Property that might have caused you to be overcharged or to have experienced other billing errors or monetary damages.

Once the field work investigation has been completed, the LADWP will inform you, by letter, of its determination in connection with this field work investigation. A claim for damages that results from the findings of a field work investigation can be initiated by filing a claim form postmarked within 60 days of the date of the determination letter.

If you have questions regarding this letter, you may contact the Claims Administrator at 1-800-\_\_\_\_\_ and ask for assistance.

## **EXHIBIT J**

## Exhibit J

### [Field Work Determination Letter]

Dear \_\_\_\_\_,

On \_\_\_\_\_, the Los Angeles Department of Water and Power (“LADWP”) informed you of the pending field work investigation on the property located at \_\_\_\_\_. The purpose of the field work investigation was to determine if any conditions exist on the property that might have caused utility overcharges or other damage to you. The field work investigation is now completed.

[Based on its field work investigation, the LADWP has determined that no such conditions exist on the property and you are not entitled to a refund of overcharges or any other damages.

However, if you disagree with this determination and nevertheless believe you are entitled to damages, you **must submit a Claim Form postmarked within 60 days of the date of this letter.** You may request a Claim Form from the Claim Administrator by contacting them at \_\_\_\_\_ or \_\_\_\_\_. Or, you may complete and electronically submit a Claim Form at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) within 60 days of the date of this letter.

Your Claim Form will be reviewed and you will be notified by letter of the amount of money, if any, you will receive. If you disagree with this determination, you have 30 days to request an independent review by a Special Master. To request an independent review, send a signed letter that: (i) states that you dispute the LADWP’s determination; and (ii) explains the reasons you dispute the determination and what amount you believe you are entitled to and why. You must attach to your letter copies of all documents that you believe support your position.

Send your request for independent review to:  
Special Master – LADWP Billing Class Action  
c/o Kurtzman Carson Consultants  
XXXXX  
XXXXX

Remember, your request for the Special Master review must be postmarked **no later than 30 days from the date of this letter.** If you do not request a Special Master review within the stated time, the LADWP’s determination that you are not entitled to a recovery will be final.]

[Based on its field work investigation, the LADWP has determined that you may be entitled to a refund of overcharges and other damages.

In order to receive the overcharges and other damages, if any, you **must submit a Claim Form postmarked within 60 days of the date of this letter.** You may request a Claim Form from the Claim Administrator by contacting them at \_\_\_\_\_ or \_\_\_\_\_. Or, you may complete

and electronically submit a Claim Form at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) within 60 days of the date of this letter.

Your Claim Form will be reviewed and you will be notified by letter of the amount of money, if any, you will receive. If you disagree with the determination, you will have 30 days to request review by the Special Master.

If you disagree with this determination, you have 30 days to request an independent review by a Special Master. To request an independent review, send a signed letter that: (i) states that you dispute the LADWP's determination; and (ii) explains the reasons you dispute the determination and what amount you believe you are entitled to and why. You must attach to your letter copies of all documents that you believe support your position.

Send your request for independent review to:

Special Master – LADWP Billing Class Action

c/o Kurtzman Carson Consultants

XXXXX

Remember, your request for the Special Master review must be postmarked **no later than 30 days from the date of this letter**. If you do not request a Special Master review within the stated time, the LADWP's determination that you are not entitled to a recovery will be final.]

If you have questions regarding this letter, you may call 1-800-\_\_\_\_\_.

## **EXHIBIT 2**

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Attorneys for Defendant  
CITY OF LOS ANGELES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ANTWON JONES, on behalf of himself, and  
all other similarly situated,

Plaintiff,

vs.

CITY OF LOS ANGELES, by and through the  
Los Angeles Department of Water and Power  
and DOES 1 through 50, inclusive,

Defendants.

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),  
BC568722, BC571664, and BC574690]

[CLASS ACTION]

**REVISED CLASS ACTION  
SETTLEMENT AGREEMENT AND  
LIMITED RELEASE**

Assigned for All Purposes to the  
Hon. Elihu M. Berle, Dept. 323

Action Filed: April 1, 2015  
Trial Date: None Set

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This Revised Class Action Settlement Agreement and Limited Release (“Revised Agreement”) is submitted pursuant to the California Code of Civil Procedure. Subject to the approval of the Court, this Revised Agreement memorializes the settlement between and among all Parties to fully resolve the Action. This Revised Agreement is entered into by and between Antwon Jones (“Plaintiff” or “Plaintiff Jones”), individually and as a representative of the Settlement Class (as defined herein), and as it pertains to the claims alleged in *Kimhi v. City of Los Angeles*, Case No. BC536272 (the “*Kimhi* Action”), Yaar Kimhi, individually and as the Class Representative for the Solar Customers Subclass, and named plaintiffs, Tahl Beckerman Megerdichian and Yelena Novak, and defendant the City of Los Angeles, by and through the Los Angeles Department of Water and Power (“LADWP” or “Department”) and DOES 1 through 50, inclusive (the “City” or “Defendant”) (collectively the “Parties”). This Revised Agreement is intended by the Parties to fully and finally compromise, resolve, discharge and settle all Released Claims (as defined herein) on the terms and conditions set forth herein, subject to approval of the Court.

**I. RECITALS**

WHEREAS, on April 1, 2015, Plaintiff Jones filed a class action in the Superior Court of the State of California for the County of Los Angeles captioned, *Jones v. City of Los Angeles*, Case No. BC577267 (the “Action”);

WHEREAS, the Complaint in the Action alleges claims involving customer over-billing and other billing errors by the LADWP that were caused by, and are related to, the defective implementation of the LADWP’s new Customer Care and Billing system (the “CC&B System”) and damages incurred by customers arising from their participation in the LADWP’s solar incentive program;

WHEREAS, prior to filing the Complaint in the Action, Class Counsel initiated an extensive and very lengthy investigation into the matters alleged in the Complaint and has continued to conduct an ongoing investigation into the facts and law relating to the allegations, claims and defenses asserted in this Action;

1 WHEREAS, Class Counsel's continuing investigation has included, among other things,  
2 interviewing current and former LADWP employees and working closely with investigators and  
3 Plaintiff Jones' non-testifying experts to diligently investigate the facts relevant to the merits of  
4 the claims asserted in the Action, including the functionality of the CC&B System and the  
5 LADWP's solar incentive program;

6 WHEREAS, LADWP conducted an internal investigation concerning issues relating to the  
7 new CC&B System, and customer billing related matters, including, but not limited to, matters  
8 involving claims made against the LADWP by customers involved in the LADWP's solar  
9 incentive program, which remains ongoing;

10 WHEREAS, Plaintiff Jones directed his counsel to work with Plaintiff Jones' non-  
11 testifying consultants to develop a highly detailed settlement proposal in which Plaintiff Jones  
12 proposed to resolve the claims asserted in the Action, as well as the claims asserted in the  
13 following three class actions filed against the City and the LADWP: *Bransford, et al. v. City of*  
14 *Los Angeles*, Case No. BC565618 (the "*Bransford Action*"), *Fontaine v. City of Los Angeles, et*  
15 *al.*, Case No. BC571664 (the "*Fontaine Action*"), and the *Kimhi Action* on terms that would  
16 require the LADWP to:

- 17 (i) conduct a review and audit of all LADWP customer accounts to determine if billing  
18 errors occurred;
- 19 (ii) refund or credit one hundred percent of the amounts the LADWP had improperly  
20 charged any of its customers as a result of billing errors caused by the LADWP's  
21 new CC&B System or because of the customers' participation in the LADWP's  
22 solar incentive program;
- 23 (iii) take the remedial measures necessary to ensure that the defects in the new CC&B  
24 System were permanently corrected; and,
- 25 (iv) provide independently verified evidence that the CC&B System was functioning  
26 properly and generating accurate customer bills on an ongoing basis;

1 WHEREAS, after having provided the detailed settlement proposal, Class Counsel met and  
2 conferred with counsel for the City and commenced formal settlement negotiations shortly  
3 thereafter. The Parties advanced settlement discussions as far as they could go until these efforts  
4 stalled;

5 WHEREAS, after further consideration, the Parties agreed to continue their settlement  
6 discussions in a more formal mediation environment and engaged the services of the Hon. Dickran  
7 M. Tevrizian (Ret.), one of the most well respected mediators in the United States, to conduct a  
8 formal mediation in this matter;

9 WHEREAS, because of the nature of the claims at issue in this litigation and the  
10 complexity of the settlement terms proposed by Plaintiff Jones, Judge Tevrizian scheduled the  
11 mediation to be conducted over a four day period on June 11-12, July 24 and July 31, 2015;

12 WHEREAS, the Parties thereafter participated in a contentious and protracted two day-  
13 long mediation at JAMS in Los Angeles before the Hon. Dickran M. Tevrizian (Ret.) on June 11  
14 and 12, 2015. At the conclusion of that mediation session, the Parties reached an agreement in  
15 principal on the material terms of the proposed class action settlement ~~reflected in this Agreement~~;

16 WHEREAS, following these mediation sessions, the Parties appeared before the Court and  
17 informed the Court that the Parties had reached an agreement in principal on the material terms of  
18 a proposed class action settlement;

19 WHEREAS, given the complexity of the settlement and the detail necessary to verify the  
20 identity of affected accounts, the accuracy of the refunds due to customers and to validate  
21 compliance and the completion of agreed-to remediation protocols, Judge Tevrizian scheduled an  
22 additional mediation session on July 24, 2015 in which the Parties worked to define and document  
23 other non-material terms ~~presented in this Agreement~~;

24 WHEREAS, after the Parties had concluded negotiating all of the material and non-  
25 material terms ~~of the Agreement~~, other than the amount of attorneys' fees and expense  
26 reimbursement to be paid to Class Counsel, on July 24, 2015 Judge Tevrizian informed the Parties  
27 that they could begin negotiating the amount of attorneys' fees and expense reimbursement to be  
28



1 paid to Class Counsel, and conducted a fourth day of mediation concerning this issue on July 31,  
2 2015;

3 WHEREAS, despite the Parties' best efforts, and after a protracted mediation session on  
4 July 31, 2015, the Parties reached an impasse with respect to Class Counsel's attorneys' fees and  
5 expense reimbursement;

6 WHEREAS, in hopes of bridging this impasse, Judge Tevrizian made a mediator's  
7 proposal, which after much discussion over several days, was accepted by the Parties;

8 WHEREAS, based upon the extensive investigation undertaken prior to ~~execution of this~~  
9 ~~Agreement~~settlement, discovery provided during the negotiations and the analysis of the facts and  
10 the law applicable to Plaintiff Jones' claims, and taking into account the extensive burdens and  
11 expense of litigation, including the risks and uncertainties associated with protracted trials and  
12 appeals, as well as the fair, cost-effective and assured method of resolving the claims of the  
13 Settlement Class, both Plaintiff Jones, Plaintiff Kimhi and Class Counsel have concluded that this  
14 ~~Agreement~~settlement provides substantial benefits to the Settlement Class and is fair, reasonable,  
15 adequate and in the best interests of Plaintiff Jones and the Settlement Class;

16 WHEREAS, during the September 11, 2015 Preliminary Approval Hearing Class Counsel  
17 explained to the Court, "the monetary relief includes 100 percent of recovery for each customer  
18 for amounts that they were overbilled by D.W.P., that will result in \$44 million in refunds and  
19 credits, as a starting point." See September 11, 2015 Hearing Transcript at 14;

20 WHEREAS, at the conclusion of the initial hearing on Plaintiff's Motion for Preliminary  
21 Approval of the Settlement, the Court directed ~~proposed~~ Class Counsel to obtain input with  
22 respect to how the ~~Settlement Agreement~~settlement could be improved on behalf of Settlement  
23 Class Members. In response to the Court's directive, the Parties met and conferred with related  
24 counsel to solicit suggestions as well as take additional steps to improve the ~~Settlement~~  
25 ~~Agreement~~settlement. Class Counsel also actively sought out such input from the Office of  
26 Public Accountability (OPA) / Ratepayer Advocate for the City of Los Angeles for the purpose of  
27 allowing the Ratepayer Advocate to review the ~~Settlement Agreement~~settlement and make any  
28

1 recommendation the Ratepayer Advocate might offer to improve the ~~Settlement~~settlement on  
2 behalf of Settlement Class Members;

3 WHEREAS, after reviewing the ~~Settlement Agreement~~settlement, the Ratepayer Advocate  
4 made only a single recommendation with which Class Counsel agreed. Class Counsel then  
5 negotiated with the City and LADWP to obtain the benefit -requested by the Ratepayer Advocate,  
6 as detailed in Section III. below;

7  
8 WHEREAS, on November 3, 2015, the Court re-convened the hearing on Plaintiff Jones'  
9 Motion for Preliminary Approval, which had been commenced on September 11, 2015. During  
10 the November 3, 2015 hearing, the Court again heard argument from the Parties in support of  
11 Preliminary Approval and also heard from certain objectors, by their counsel. At the conclusion  
12 of the November 3, 2015 hearing, the Court instructed the Parties to make twelve additional  
13 revisions to the ~~Agreement~~settlement, in addition to the revisions that had been called for by the  
14 Court during the September 11<sup>th</sup> hearing. The Court also instructed the Parties and objectors that  
15 any further briefing would be limited to only the twelve issues raised by the Court during the  
16 November 3<sup>rd</sup> hearing and again continued the hearing on Plaintiff Jones' Motion for Preliminary  
17 Approval until December 21, 2015.;

18 WHEREAS, following the November 3<sup>rd</sup> hearing, the Parties again met and conferred with  
19 each other and counsel for the objectors. Based on these conferences, additional changes were  
20 made to the ~~Settlement Agreement;~~ settlement and presented to the Court on December 21, 2015;

21 ~~WHEREAS, excluded from this Settlement, and, therefore, not released, are the claims in~~  
22 ~~the related lawsuit entitled *Morski v. City of Los Angeles* by, and through, the Los Angeles~~  
23 ~~Department of Water & Power, Los Angeles Superior Court Case No BC 568722 (the "*Morski*~~  
24 ~~Action"). The *Morski* Action alleges at paragraph 4 of the Second Amended Complaint that it~~  
25 ~~"does not include within its scope the erroneous billing claims included within the case of~~  
26 ~~*Bransford et al. v. City of Los Angeles*, Los Angeles Superior Court Case No. BC565618." The~~  
27 ~~*Morski* Action pursues claims based on the allegation that the LADWP assessed tiered billing~~  
28 ~~without obtaining actual monthly meter reads and without providing regular, timely, and accurate~~

1 ~~monthly bills to its customers in violation of Ordinance Nos. 180127, 182273, and 170435 (as~~  
2 ~~amended by Ordinance No. 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance~~  
3 ~~No. 177968 and Ordinance No. 179802) (collectively, the “Ordinances”).~~

4 ~~WHEREAS, excluded from this Settlement, and, therefore, not released are the following~~  
5 ~~claims alleged in the lawsuit entitled *Macias v. City of Los Angeles erroneously sued as Los*~~  
6 ~~*Angeles Department of Water and Power, et al.*, Los Angeles Superior Court Case No. BC594049~~  
7 ~~(the “*Macias Action*”): (i) Non Monthly Tiered Billing claims (as referenced in Paragraph 38~~  
8 ~~below); (ii) “Cancel Rebill” claims arising from Non Monthly Tiered Billing claims (as~~  
9 ~~referenced in Paragraphs 5 and 38) (iii) violations of California’s Bane Act, Civil Code § 51.2 (the~~  
10 ~~“Bane Act”); (iv) claims based on the Back Billing of customers during the period September 3,~~  
11 ~~2013 and September 10, 2015; and (v) claims arising out of LADWP’s failure to record or credit~~  
12 ~~payments by customers;~~

13 ~~WHEREAS, excluded from this Settlement and, therefore, not released are: (i) claims~~  
14 ~~arising out of field investigations created after December 21, 2015; and (ii) claims for personal~~  
15 ~~injury;~~

16 WHEREAS, on December 21, 2015, the Court re-convened the hearing on Plaintiff Jones’  
17 Motion for Preliminary Approval. During the December 21, 2015 hearing, the Court again heard  
18 argument from the Parties in support of Preliminary Approval and also heard from certain  
19 objectors, by their counsel;

20 WHEREAS, during the December 21, 2015 Preliminary Approval Hearing, the Court  
21 again recognized that the \$44 million in refunds and credits identified by Class Counsel was an  
22 estimate and that the aggregate amount to be refunded and credited could grow if additional issues  
23 / items were discovered during the course of the remediation effort and stated in relevant part, “the  
24 monetary relief portion of the settlement provides settlement class members with an estimated \$44  
25 million in credits or refunds arising from overbilling. And this is not a cap; it’s just an estimate.”  
26 See December 21, 2015 Hearing Transcript at 81.

27 WHEREAS, at the conclusion of the December 21, 2015 hearing, the Court: (i)  
28 conditionally preliminarily approved the settlement; (ii) appointed Antwon Jones as Class

1 Representative; (iii) appointed Yaar Kimhi as the Class Representative for the Solar Subclass; (iv)  
2 appointed Landskroner Grieco Merriman, LLC as Class Counsel; (v) appointed Mr. Paul Bender  
3 as the CC&B Billing System Monitoring Expert; (vi) appointed Dr. Barbara Barkovich as the  
4 Special Master in this case; and (vii) instructed the parties to make four additional changes to the  
5 settlement;

6 WHEREAS, since the December 21, 2015 hearing, the CC&B System Monitoring Expert  
7 has conducted numerous one and two day-site visits, document review and analysis sessions, and  
8 weekly conference calls with LADWP's personnel, Class Counsel and LADWP's Counsel;

9 WHEREAS, during the period April 12<sup>th</sup> through April 29<sup>th</sup>, 2016, the CC&B System  
10 Monitoring Expert conducted an extended site visit at LADWP;

11 WHEREAS, as detailed in the *Report of Independent CC&B Systems Monitor*  
12 *Concerning Status of Class Action Settlement for First and Second Quarters of 2016* filed with  
13 the Court on July 14, 2016, following this extended site visit, the CC&B Billing System  
14 Monitoring Expert informed counsel for all Parties that the then-current Scope of Work and  
15 schedule would need to be significantly revised to allow additional time for the LADWP to  
16 undertake the additional work the Monitoring team requested. The CC&B System Monitoring  
17 Expert also stated that the Monitoring team would use this additional time to: (i) perform various  
18 verification tasks and data analyses required to ensure that the mechanisms and methodologies the  
19 LADWP utilized are accurate and reliable; and (ii) continue to work closely with LADWP IT  
20 Professionals to ensure that the Settlement's goal of refunding 100% of all overcharges to  
21 LADWP customers is achieved;

22 WHEREAS, on July 14, 2016, the CC&B System Monitoring Expert: (i) informed the  
23 Court that the amount to be refunded to Class members would increase by at least \$5.4 million  
24 dollars based on additional work the LADWP performed; and (ii) requested that the Court extend  
25 the deadline for the LADWP to complete the programming and testing necessary to identify *all*  
26 LADWP customers who have been overcharged and quantify the amounts of such overcharges to  
27 November 18, 2016;

1        WHEREAS, on July 28, 2016, the Court granted the CC&B System Monitoring Expert 's  
2 request and extended the deadline to November 18, 2016 to complete the programming and testing  
3 necessary for the LADWP to identify customers who have been overcharged and quantify the  
4 amounts of such overcharges;

5        WHEREAS, on October 28, 2016, the LADWP concluded the work necessary to identify  
6 customers who have been overcharged and quantify the amounts of such over charges. Thereafter,  
7 the CC&B System Monitoring Expert finalized the work it was performing to confirm the accuracy  
8 of the LADWP's programming and testing;

9        WHEREAS, on October 31, 2016, the Parties participated in another day-long mediation at  
10 JAMS in Los Angeles before Judge Tevrizian. During the October 31<sup>st</sup> mediation, the Parties  
11 negotiated the following revisions to the settlement: (i) a revision to Rule 17 of the Rules Governing  
12 Water and Electric Service; (ii) a revision to the 18 month Remediation Period; (iii) a revision to the  
13 date by which the Tiger Team will be operational; (iv) a revision to the scope of work the CC&B  
14 System Monitoring Expert is to perform involving the Tiger Team and claims administration  
15 activities; (v) a revision to the date by which the Information Technology Department Project  
16 Management Office will be operational; (vi) a revision to the claims process for Solar Subclass  
17 members; and (vii) a revision to the amount of attorneys' fees and expense reimbursement which  
18 may be sought by Class Counsel; and,

19        WHEREAS, the City and the other Released Parties, defined below, have denied, and  
20 continue to deny, the substantive claims set forth in the complaints in this Action and in the  
21 *Bransford, Fontaine, and Kimhi* Actions, and have denied and continue to deny any and all  
22 wrongdoing and liability of any kind with respect to any and all facts and claims alleged and  
23 further deny that any Settlement Class Member has suffered any damage caused by the City and  
24 the other Released Parties;

25        **NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND**  
26 **AGREED**, by and between the Parties, through their respective counsel, and subject to the  
27 approval of the Court, that the Actions be settled, compromised and dismissed, on the merits and  
28

1 with prejudice, and the Released Claims be finally and fully compromised, settled and dismissed  
2 as to the Released Parties, subject to and in accordance with the following terms and conditions:

3 **II. DEFINITIONS**

4 As used in this Revised Agreement and the exhibits thereto, in addition to any definitions  
5 elsewhere in this Revised Agreement, the following terms shall have the meanings set forth below:

6 1. “Action” means *Jones v. City of Los Angeles*, Case No. BC577267- pending in the  
7 Superior Court of the State of California for the County of Los Angeles.

8 2. “Actions” means collectively the Action together with the *Bransford, Fontaine*, and  
9 *Kimhi* Actions.

10 3. “Agreement” means ~~this executed~~ the Class Action Settlement Agreement and  
11 Limited Release executed on November 18, 2015.

12 4. “Back-Billing” means the submission of a bill by LADWP to an account holder  
13 that includes more than one billing cycle where the prior billing statements had not previously  
14 been billed to the account holder. Back-Billing does not include the issuance of a “Cancel-  
15 Rebill.”

16 5. “Cancel-Rebill” means a bill issued that reconciles a customer’s charges from prior  
17 bills.

18 6. “CC&B System” means LADWP’s Customer Care and Billing System used to bill  
19 its customers for electricity and water usage ~~and the City of Los Angeles Bureau of Sanitation’s~~  
20 ~~customers for sewage and trash collection~~, sewage and sanitation services, which went “live” on  
21 September 3, 2013.

22 7. “CC&B System Auditor” means the audit firm hired to conduct CC&B System  
23 audits described in Section III C.2.b. herein.

24 8. “CC&B System Monitoring Expert” means Paul Bender of Paul Bender  
25 Consulting.

26 9. “Claims Administrator” means Kurtzman Carson Consultants LLC (“KCC”)  
27 (formerly known as Gilardi & Co. LLC), an independent service provider whose function shall  
28

1 include the processing of Claim Forms and administration of all claims filed by Settlement Class  
2 Members in this Action.

3 10. "Claim Form" means a document substantially in the form of the document  
4 attached to this ~~agreement~~Revised Agreement as Exhibit ~~FG~~.

5 11. "Claim Period" means:

- 6 a. for Omnibus Subclass Members, the ~~120~~60 day period commencing on  
7 the date of the Class Notice;  
8 b. for Pre-Identified Claims Made Subclass Members, the ~~120~~60 day period  
9 commencing on the date of the ~~Identification Letter~~Class Notice;  
10 c. for Field ~~Investigation~~Work Customers, the ~~120~~60 day period  
11 commencing on the date of the Field ~~Investigation~~Work Determination  
12 Letter.

13 12. "Claims Processing Unit" means a team of trained LADWP employees responsible  
14 for examining Claim Forms and supporting documentation submitted by Settlement Class  
15 Members to determine the refunds or credits are due to Settlement Class Members.

16 13. "Class Counsel" means Landskroner Grieco Merriman, LLC.

17 14. "Class Notice" means the notices disseminated in connection with the Class Notice  
18 Program substantially in the form of Exhibits A-B hereto.

19 15. "Class Notice Date" means the later of the last date of published notice, or the last  
20 date of emailed or mailed notice.

21 16. "Class Notice Program" means the plan for disseminating the Class Notices  
22 described in Section III.D. herein.

23 ~~14~~17. "Class Representative" means Plaintiff Jones.

24 ~~15~~18. "Class Representative for the Solar-~~Customer~~ Subclass" means plaintiff Yaar  
25 Kimhi.

26 ~~16~~19. "Complaint" means the First Amended Class Action Complaint filed in the Action.

27 ~~17~~20. "Court" means the Superior Court of the State of California for the County of Los  
28 Angeles.

1 ~~18.~~21. “Credit/Refund Letter” means the letter disseminated to Pre-Identified Non-Claims  
2 Made Subclass Members in connection with the claims process substantially in the form of  
3 Exhibit D hereto.

4 ~~19.~~22. “Defense Counsel” means Liner LLP.

5 ~~20.~~23. “Effective Date” means the later of the date upon which all appeals, if any, from  
6 the Final Order and Judgment (defined below) have been finally concluded and exhausted, with  
7 the date upon which the time to seek any appellate remedy from the Final Order and Judgment has  
8 expired.

9 ~~21.~~24. “Eligible Claim” means a claim or claims by a Settlement Class Member generally  
10 meeting the criteria for settlement benefits under this Revised Agreement.

11 ~~22.~~25. “Field ~~Investigation~~Work Customer” means any LADWP customer with an open  
12 field investigation as of December 21, 2015.

13 ~~23.~~26. “Field ~~Investigation~~Work Determination Letter” means the letter disseminated to  
14 Field ~~Investigation~~Work Customers in connection with the claims process substantially in the  
15 form of Exhibit ~~IJ~~ hereto that informs LADWP customers of the LADWP’s determination  
16 following the completion of a field ~~investigation~~work.

17 ~~24.~~27. “Field ~~Investigation~~Work Notification Letter” means the letter disseminated to  
18 Field ~~Investigation~~Work Customers in connection with the claims process substantially in the  
19 form of Exhibit ~~HI~~ hereto that notifies Field ~~Investigation~~Work Customers of a pending field  
20 investigation.

21 ~~25.~~28. “Final Approval Hearing” means the hearing to be held by the Court to consider  
22 and determine whether the proposed Settlement should be approved of as fair, reasonable and  
23 adequate, and whether the Final Order and Judgment should be entered.

24 ~~26.~~29. “Final Order and Judgment” means a final judgment entered by the Court in  
25 substantially the form attached as Exhibit ~~GH~~ to this Revised Agreement.

26 ~~27.~~30. “Identification Letter” means the letter disseminated to a Pre-Identified Claims  
27 Made Subclass Member in connection with the claims process substantially in the form of Exhibit  
28 E hereto.



1 ~~28.~~31. “LADWP” means the Los Angeles Department of Water and Power.

2 ~~29.~~32. -“Liaison Counsel” means the Law Offices of Michael J. Libman.

3 ~~30.~~33. “~~Notice~~“Omnibus Subclass Letter” means the ~~notices~~letter disseminated to  
4 LADWP customers who have not been identified as either: (i) Pre-Identified Non-Claims Made  
5 Subclass Members or (ii) Pre-Identified Claims Made Subclass Members in connection with the  
6 ~~Notice Program~~claims process in substantially ~~in~~ the form of ~~Exhibits A-B~~Exhibit F hereto.

7 ~~31.——“Notice Date” means the later of the last date of Published Notice, or the last date~~  
8 ~~of emailed or mailed Notice.~~

9 ~~32.——“Notice Program” means the plan for disseminating the Notices described in~~  
10 ~~Section III.C. herein.~~

11 ~~33.~~34. “Parties” means the City of Los Angeles, by and through the Los Angeles  
12 Department of Water and Power,~~on behalf of itself, its subsidiaries, affiliates, directors, officers,~~  
13 ~~and their successor(s)~~ and Plaintiff Jones on behalf of himself and all others similarly situated.

14 ~~34.~~35. “Persons” means persons and entities, including, without limitation, any  
15 individuals, sole proprietorships, associations, companies, partnerships, joint ventures,  
16 corporations, trusts, estates, or any other persons or entities.

17 ~~35.~~36. “Plaintiff” or “Plaintiff Jones” means Antwon Jones.

18 ~~36.~~37. “~~Pre-Identified~~“Subclass Member” means an LADWP customer who has been  
19 identified through LADWP’s internal records as a member of an identified subclass as addressed  
20 herein.

21 ~~37.~~38. “Preliminary Approval Order” means the proposed order preliminarily approving  
22 the ~~Settlement~~settlement, substantially in the form of Exhibit C hereto.

23 ~~39.~~39. “Released Claims” means ~~any and~~ all claims, damages, suits, demands, liabilities,  
24 judgments, losses and causes of action which have accrued as of the date of entry of the Order of  
25 Preliminary Approval relating to or arising from the billing issues alleged in the operative  
26 pleadings in the Actions, including ~~(i) any error committed by the LADWP in billing customers~~  
27 ~~for electric, water, sewage or sanitation services in amounts deviating from the customers’ usage~~  
28 ~~billed in accordance with the applicable rules and rates set by City Ordinance on bills LADWP~~

1 ~~issued between September 3, 2013 through the date of entry of the Order of Preliminary Approval;~~  
2 ~~(ii) any error committed by the LADWP in billing customers between September 3, 2013 through~~  
3 ~~the date of entry of the Order of Preliminary Approval resulting in fees or other charges incurred~~  
4 ~~by customers; (iii) any error committed by the LADWP in improperly assessing fees or other~~  
5 ~~charges on bills LADWP issued between September 3, 2013 through the date of entry of the Order~~  
6 ~~of Preliminary Approval; and (iv) failing to timely include customers in the LADWP's solar~~  
7 ~~incentive program and/or to provide credit for excess energy generated by solar customers;~~

8 (i) overbilling as a result of charging an incorrect rate, incorrect amount of  
9 consumption, incorrect utility tax rate or failing to apply a discount;

10 (ii) billing incorrect fees, including but not limited to late payment fees,  
11 reconnect fees and/or start service fees;

12 (iii) retaining refunds during the period of September 3, 2013 to the present that  
13 were due;

14 (iv) billing for greater quantities of water, power or sewage than otherwise  
15 would have been charged but for the existence of a premise condition;

16 (v) the assessment of overdraft fees resulting from the LADWP having charged  
17 customers an incorrect billing amount; and

18 (vi) for solar customers, delay in providing a reservation confirmation to and/or  
19 connecting the solar system, and/or failure to bill for energy consumed  
20 and/or generated; and/or failure to credit for excess energy generated by the  
21 customer's solar power system at any time from February 13, 2010, through  
22 the date of the entry of the Order of Preliminary Approval, ~~whether known~~  
23 ~~or unknown;~~

24 sounding in law or equity, seeking damages or any other relief, that are now recognized by law or  
25 that may be created or recognized in the future by statute, regulation, judicial decision or in any  
26 other manner, based upon any federal or state statutory or common law including but not limited  
27 to, claims sounding in tort, contract and the consumer protection laws of the United States or of  
28 any state or other jurisdiction within the United States, and all claims, damages, suits, demands,

1 liabilities, judgments, losses or causes of action which have been, might have been, are now, or  
2 could be asserted by any plaintiff or any Settlement Class Member arising out of, based upon, or  
3 related to, in whole or in part, the facts and circumstances underlying the claims and causes of  
4 action set forth in the Actions.

5 Released claims include claims for economic and non-economic damages that were  
6 proximately caused by the LADWP having overbilled its customers during the time periods set  
7 forth in the operative Complaint in the *Jones Action*. These economic and non-economic damages  
8 may be direct, incidental, or consequential and, by way of example, include: repair costs; services  
9 costs (e.g., the cost of a plumber or electrician to examine or repair a premise condition); finance,  
10 interest, or overdraft charges imposed by a third party; costs related to or arising from erroneous  
11 disconnections; reconnection fees; loss of perishable items; damage to personal property; ~~personal~~  
12 ~~injury or illness~~; or loss of wages or business income. All such losses and damages are expressly  
13 deemed Eligible Claims pursuant to this Revised Agreement and a Settlement Class Member is  
14 entitled to seek recovery of 100% of such losses and damages through the Omnibus claims  
15 process.

16 Released Claims also include claims for economic and non-economic damages that  
17 resulted in ~~an overcharge~~overbilling to customers and were proximately caused by the LADWP's  
18 failure to: (i) timely undertake field investigations, conduct field maintenance, perform meter  
19 reads, or provide accurate information concerning actual utilization; (ii) prorate or allot utilization  
20 in accordance with applicable rate schedules; and (iii) comply with disconnection rules ~~and the~~  
21 ~~imposition of associated charges.~~ All such losses and damage are expressly deemed Eligible  
22 Claims pursuant to this Revised Agreement and a Settlement Class Member is entitled to seek  
23 recovery of 100% of such losses and damages through the Omnibus claims process.

24 Released Claims do not include:

25 (i) the claims ~~alleged~~asserted in the action, *Morski v. City of Los Angeles by, and*  
26 *through, the Los Angeles Department of Water & Power, Los Angeles Superior*  
27 *Court Case No BC 568722 (the "*Morski Action*, hereinafter referred to as "Non-Monthly Tiered*  
28 *Billing Claims.*" The *Morski Action* alleges"), which allege that the ~~applicable City Council Ordinances~~

LADWP violated Ordinance Nos. 180127, 182273, and 170435 (as amended by Ordinance No. 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance No. 177968 and Ordinance No. ~~179802~~)) ~~require the LADWP to take actual meter reads on a monthly basis and do not permit the LADWP to assess~~179802) by assessing tiered billing without obtaining actual monthly meter reads and without providing regular, timely, and accurate monthly bills to its customers ~~based on such monthly meter reads. Each of the~~ (“Non-Monthly Tiered Billing Claims”);

(ii) causes of ~~action~~Action 27-32 in the ~~Morski Action are based on the allegation that the LADWP assessed tiered billing without obtaining actual monthly meter reads and without providing regular, timely, and accurate monthly bills to its customers in violation of the applicable Ordinances. The Morski Action alleges at paragraph 4 of the Second~~First Amended Complaint ~~that it “does not include within its scope the erroneous billing claims included within the case of Bransford et al. v. filed on October 20, 2015 in the action entitled Macias v. City of Los Angeles, erroneously sued as Los Angeles Department of Water and Power, et al., Los Angeles Superior Court Case No. BC565618.” Other than~~BC594049 (the ~~Non-Monthly Tiered Billing Claims, the Morski~~ “Macias” Action ~~does not allege any claims based on the incorrect or erroneous calculation of bills or improper assessment of fees, and such claims are expressly released by this Settlement. Released Claims~~”), which counsel for Plaintiff Macias has represented will also ~~do not include: (i) the Non-Monthly Tiered Billing claims~~ be asserted in the ~~Macias Action; (ii) “Cancel Rebill” claims arising from Non-Monthly Tiered Billing as~~ pled ~~Third Amended Complaint that will be filed in the Macias Action (iii) the on or~~ before November 10, 2016;

(iii) claims for violations of California’s Bane Act ~~including those pled in the Macias Action; (iv)~~, Civil Code § 51.2;

(iv) claims arising out of field work investigations created after December 21, 2015; ~~(v)~~

(v) claims arising out of LADWP’s failure to record or credit payments made by customers; ~~(vi)~~

(vi) claims arising from the Back-Billing of customers during the period September 3, 2013 through September 10, 2015; and ~~(vii)~~

~~(i)~~(vii) claims for personal injury.

1       ~~38.40.~~ “Released Parties” means ~~individually and collectively, as appropriate,~~ the City of  
2 Los Angeles, ~~by and through the Los Angeles Department of Water and Power,~~ and all of its  
3 ~~predecessors and successors in interest, including but not limited to, all of its respective past and~~  
4 ~~present parents and subsidiaries and current and former directors, officers, employees and~~  
5 ~~attorneys~~ divisions, departments and bureaus.

6       ~~39.41.~~ “Remediation Period” means the up to 18~~–~~month period during which LADWP  
7 will complete stabilization and remediation of the CC&B System immediately following the  
8 Effective Date.

9       42. “Revised Agreement” means this executed Revised Class Action Settlement  
10 Agreement and Limited Release.

11       ~~40.43.~~ “Settlement” means the settlement embodied in and contemplated by this Revised  
12 Agreement.

13       ~~41.44.~~ “Settlement Class” is comprised of:

14               All LADWP customers who were over-charged for electric, water,  
15               sewage or sanitation services between the dates of September 3,  
16               2013 and the present, and who are entitled to credits or refunds for  
17               electric, water, sewage or sanitation services and/or for participation  
18               in the LADWP’s solar incentive program from February 13, 2010.

19               Expressly excluded from the Settlement Class are the Judge to  
20               whom this case is assigned, any members of the Judge’s immediate  
21               family, and counsel of record in this action.

22       ~~42.45.~~ “Settlement Class Member” means any person included within the Settlement  
23 Class, which includes any person who does not timely exercise his or her right to opt out of the  
24 Settlement Class pursuant to Section III.~~I.~~J. herein.

25       ~~43.46.~~ “Special Master” means Barbara R. Barkovich, Ph.D of the firm of Barkovich &  
26 Yap, Inc. (B&Y), who shall be responsible for conducting independent reviews and determination  
27 of claims as requested by any Settlement Class Member, subject to Court approval.

28       All references herein to sections, paragraphs, and exhibits refer to sections, paragraphs and  
exhibits to this Revised Agreement, unless otherwise expressly stated.

Capitalized terms used in this Revised Agreement, but not defined above, shall have the meaning ascribed to them in this Revised Agreement and the exhibits attached hereto.

### **III. GENERAL TERMS AND CONDITIONS OF SETTLEMENT**

#### **A. Certification of Settlement Class**

For purposes of ~~Settlement~~settlement only, and not for purposes of liability, and subject to Court approval, the Parties hereby stipulate to the certification of a class in this Action, pursuant to California Code of Civil Procedure Section 382, and California Rules of Court Rules 3.764(e) and 3.769(d), with members of the certified Class to comprise only those persons defined herein as the Settlement Class.

#### **B. Settlement Subclasses**

The Settlement Class is comprised of the following 7 Subclasses:

~~**Tiered Billing**~~ (i) Overbilled Subclass: ~~all residential~~; (ii) Incorrect Fee Subclass; (iii) Unrefunded Balance Subclass; (iv) Solar Subclass; (v) Premise Condition/Estimated Bill Subclass; (vi) Automatic Bill Payment/Bank Overdraft Charge Subclass; and ~~commercial customers of LADWP who were billed and paid for electricity or water usage at tiered rates higher than those rates that would otherwise have been used to bill these customers pursuant to the applicable City Ordinances. The Tiered Billing Subclass does not include, and, therefore, does not release, claims based on the allegation that the LADWP assessed tiered billing without obtaining actual monthly meter reads and without providing monthly bills to its customers in violation of the applicable Ordinances or claims for violations of California's Bane Act~~ (vii) Omnibus Subclass.

##### **1. ~~Trend Estimate~~ Overbilled Subclass:**

The Overbilled Subclass is comprised of all ~~residential and commercial~~ LADWP customers of LADWP who paid electricity or water and sewer bills that were incorrectly estimated due overbilled as a result of being charged an incorrect rate, incorrect amount of consumption, incorrect utility tax rate or who did not have a discount applied.

**2. Incorrect Fee Subclass**

The Incorrect Fee Subclass is comprised of all LADWP customers that were charged an incorrect fee, including but not limited to ~~a defect in the Trend Estimation Algorithm used to compute these estimates~~ late payment fees, reconnect fees and/or start service fees.

**3. ~~Closed Account with Credit~~ Unrefunded Balance Subclass:**

The Unrefunded Balance Subclass is comprised of all ~~residential and commercial~~ LADWP customers ~~of LADWP who~~ that: (i) have “Closed Accounts” with credit balances and (ii) are owed refunds that have been withheld by the LADWP during the period of September 3, 2013 to the present.

**4. Solar Subclass**

All LADWP customers that have installed solar systems and applied to participate in the Solar Photovoltaic Incentive Program from February 13, 2010 to date and: (i) experienced delay beyond 30 days after submission of a complete Incentive Application and Supporting Documentation and/or indication that the solar system was fully permitted and ready for inspection in receiving a reservation confirmation and/or connecting the solar system; and/or (ii) have not been billed for energy consumed and/or generated; and/or (iii) have not been credited for excess energy generated by the customer’s solar power system.

**5. Premise Condition/Estimated Bill Subclass:**

The Premise Condition/Estimated Bill Subclass is comprised of all ~~residential and commercial~~ LADWP customers ~~of LADWP who~~ that: (i) unbeknownst to the customer, had a premise condition that caused excessive consumption of water and/or power; (ii) received estimated bills for multiple billing periods after September 3, 2013; (iii) because of these estimated bills, were prevented from timely discovering the premise condition; and (iv) were charged for greater quantities of water, power or sewage than they otherwise would have been charged.

~~▪ **Solar Customers Subclass:** all LADWP customers who have installed solar systems and applied to participate in the LADWP’s solar incentive program from February 13, 2010 to date and: (i) experienced delay in the final approval process beyond 30 days after submission of a complete Incentive Application and Supporting Documentation and indication that the solar system was fully~~

permitted and ready for inspection; and/or (ii) have not been properly billed for energy consumed and/or generated; and/or (iii) have not been properly credited for excess energy generated by the customer's solar power system.

**6. Automatic Bill Payment/Bank Overdraft Charge Subclass**

The Automatic Bill Payment/Bank Overdraft Charge Subclass: is comprised of all LADWP customers ~~who~~that: (i) were enrolled in an automatic bill payment plan with a bank and (ii) were charged overdraft fees because the LADWP charged the customer an incorrect amount, which, in turn, resulted in the customer's bank account being overdrawn.

**7. Late Payment Charge Omnibus Subclass: ~~all~~**

~~■ All~~ LADWP customers ~~who were assessed an inaccurate Late Payment Charge.~~

~~■ Estimated Electric Bills with "Minimum Charge" Subclass: all LADWP residential and small commercial customers: (i) whose consumption was estimated to be zero and (ii) who were, therefore, assessed a "Minimum Charge" on an electric bill when the actual usage was above the "Minimum Charge."~~

~~Omnibus Subclass: all LADWP residential and commercial customers~~ that believe that they were: ~~-(i) incorrectly assessed a charge associated with their power, water, sewage or trash collection~~sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise damaged as a result ~~of~~from their participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present, ~~that is not covered by any of the other Subclasses listed herein.~~

A Settlement Class Member may be a member of one or more of the subclasses listed above. Subject to the terms and conditions of this Revised Agreement, the Parties agree not to oppose any efforts to certify such a class. A certification pursuant to this paragraph shall not constitute, in this or any other proceeding, an admission, finding or evidence that any requirement for class certification is otherwise satisfied, except for the expressly enumerated purposes in this Revised Agreement.

If the CC&B System Monitoring Expert identifies customers who have not been identified as belonging to a subclass but who have received bills with billing errors, such customers will be entitled to 100% credit (in the case of current customers) or refund (in the case of former customers) of the overcharge or damage caused by the LADWP.



**B.C. Settlement Relief**

In consideration for the dismissal of the Actions and the covenants arising under the terms of this Revised Agreement, the Parties hereby agree as follows:

**1. Monetary Relief**

**a. Pre-Identified Non-Claims Made Subclass Members**

The Parties agree that members of the: (i) ~~Tiered Billing~~Overbilled Subclass; (ii) ~~Trend Estimate~~Incorrect Fee Subclass; (iii) ~~Closed Account with Credit~~Unrefunded Balance Subclass; and (iv) ~~Late Payment Charge~~Solar Subclass; ~~(v) Estimated Electric Bills with “Minimum Charge” Subclass; and (vi) those members of the Solar Customers Subclass who have not been properly credited for excess energy generated by the customer’s solar power system~~ (“Pre-Identified Non-Claims Made Subclass Members”) shall be pre-identified as members of each of these subclasses from the internal records of the LADWP and the methodology for identification shall be verified and tested for fairness and for reasonableness by the CC&B System Monitoring Expert.

The Parties further agree that the LADWP shall credit (in the case of current customers) or refund (in the case of former customers) 100% of any amounts that the LADWP overcharged or damaged “Pre-Identified Non-Claims Made Subclass Members” during the period September 3, 2013 through the present for electric, water, sewage, and sanitation customers, and during the period February 13, 2010 through the present for ~~participants in LADWP’s solar incentive program who were not properly billed for energy consumed and/or generated or have not been properly credited for excess energy generated by the customer’s solar power system~~members of the Solar Subclass. The amounts to be: (i) credited to current customers; and (ii) refunded to former customers who are “Pre-Identified Non-Claims Made Subclass Members” shall be determined by the LADWP, and the methodology used to determine the amounts shall be verified for fairness and for reasonableness by the CC&B System Monitoring Expert and subject to Court approval. In determining such amount, the LADWP shall calculate the amount to be credited or refunded by applying the applicable rates and recoverable actual customer usage data for the periods in question for each Subclass Member. The Parties further agree that Pre-Identified Non-

1 Claims Made Subclass Members who do not timely exclude themselves as Class Members shall  
2 automatically receive the amount of the credit or refund determined by the LADWP through this  
3 process without the need to file a Claim Form. The terms of any payment will be made as stated  
4 in the Class Notice and the Credit/Refund Letter. Any Pre-Identified Non-Claims Made Subclass  
5 Member may seek an independent review by the Special Master of the determination made by  
6 LADWP as set forth in Section III.H.5. herein.

7 **b. Pre-Identified Claims Made Subclass Members**

8 The Parties agree that members of the: (i) Premise Condition/Estimated Bill Subclass; and  
9 (ii) Automatic Bill Payment/Bank Overdraft Charge Subclass ~~and (iii) Solar Customer Subclass~~  
10 ~~who experienced delay in having the solar system energized~~ (“Pre-Identified Claims Made  
11 Subclass Members”) shall be pre-identified as members of each of these subclasses from the  
12 internal records of the LADWP through a methodology and process verified for fairness and for  
13 reasonableness by the CC&B System Monitoring Expert.

14 The Parties agree that any member of the “Pre-Identified Claims Made Subclass” who  
15 wishes to file a claim must timely complete and submit a valid Claim Form substantiated by the  
16 documentary evidence specified in the Claim Form to the Court-appointed Claims Administrator.  
17 The Claims Administrator shall be responsible for making an initial determination as to whether  
18 such Claim Forms are complete and working with Pre-Identified Claims Made Subclass Members  
19 who submit incomplete claims to satisfactorily complete the claims process. The Claims  
20 Administrator shall timely provide all completed claims to the Claims Processing Unit at  
21 LADWP.

22 The Claims Processing Unit at LADWP shall examine all Claim Forms and supporting  
23 documentation submitted in support thereof and determine if any refund or credit is due a Pre-  
24 Identified Claims Made Subclass Member who has timely submitted a completed claim. The  
25 criteria used to determine the claims of the Pre-Identified Claims Made Subclass Members by the  
26 Claims Processing Unit shall be independently evaluated by the CC&B System Monitoring Expert  
27 to determine if they are fair and reasonable, subject to the Court’s oversight and continuing  
28 jurisdiction.

1 In the event that the Claims Processing Unit at LADWP determines that a Pre-Identified  
2 Claims Made Subclass Member who has timely submitted a completed claim is due a refund or  
3 credit, the Claims Processing Unit at LADWP shall calculate the amount to be refunded, credited  
4 or otherwise paid to any member of the Pre-Identified Claims Made Subclass on the submitted  
5 claim.

6 The Parties agree that, subject to Court approval, the LADWP shall refund 100% of any:  
7 (i) amount the LADWP overcharged any member of the Premise Condition/Estimated Bill  
8 Subclass; and/or (ii) damages the LADWP caused any member of the Automatic Bill  
9 Payment/Bank Overdraft Charge Subclass to incur during the period September 3, 2013 through  
10 the present, ~~both or (iii) damages caused by the delay in energizing a Solar Customer Subclass~~  
11 ~~member's solar power system as determined by the Claims Processing Unit at LADWP.~~

12 ~~The Parties further agree that, subject to Court approval, LADWP shall refund 100% of~~  
13 ~~any damages that the Claims Processing Unit at LADWP determines the LADWP caused any~~  
14 ~~member of the Solar Customer Subclass to incur as a result of their participation in the LADWP's~~  
15 ~~solar incentive program during the period February 13, 2010 through the present.~~ Any Pre-  
16 Identified Claims Made Subclass Member may seek an independent review by the Special Master  
17 of any determinations made by LADWP as set forth in Section III.H.5. herein.

18 **c. Omnibus Subclass Members**

19 In recognition of the possibility that some LADWP customers who have not been “pre-  
20 identified” through LADWP’s internal records may believe that they were overcharged or  
21 otherwise damaged as a result of the matters alleged in the Complaint:

22 Any current or former LADWP customers, whether “pre-identified” as a member of any  
23 Subclass, or not, who nevertheless believe they have been otherwise: (i) overcharged -as a result  
24 of a billing error made by LADWP at any time since September 3, 2013; or (ii) damaged as a  
25 result of their participation in the LADWP’s solar incentive program at any time since February  
26 13, 2010, may file a Claim Form to recover such overcharge or damages. A claim may be made  
27 for economic and non-economic damages which were proximately caused by ~~a~~an overbilling  
28 error. Such claims can be asserted and will be considered through the claims process. A

1 Settlement Class Member who wishes to pursue such a claim through a separate lawsuit or a  
2 means, other than the claims process, can request exclusion from the Settlement Class pursuant to  
3 Section ~~III.H~~ of this Revised Agreement.

4 The Parties agree that any member of the Omnibus Subclass who wishes to file a claim  
5 must timely complete and submit a valid Claim Form substantiated by the documentary evidence  
6 specified in the Claim Form to the Court-appointed Claims Administrator. The Claims  
7 Administrator shall be responsible for making an initial determination as to whether such Claim  
8 Forms are complete and shall work with Omnibus Subclass Members who submit incomplete  
9 claims to satisfactorily complete the claims process. The Claims Administrator shall timely  
10 provide all completed claims to the Claims Processing Unit at LADWP.

11 The Claims Processing Unit at LADWP shall examine all Claim Forms and supporting  
12 documentation submitted in support thereof and determine whether any refund or credit is due an  
13 Omnibus Subclass Member who has timely submitted a completed claim. The criteria used to  
14 determine the claims of the Omnibus Subclass Members by the Claims Processing Unit shall be  
15 independently evaluated by the CC&B System Monitoring Expert to determine they are fair and  
16 reasonable, subject to the Court's oversight and continuing jurisdiction.

17 In the event that the Claims Processing Unit at LADWP determines that an Omnibus  
18 Subclass Member who has timely submitted a completed claim is due a refund or credit, the  
19 Claims Processing Unit at LADWP shall calculate the amount to be refunded, credited or  
20 otherwise paid to any member of the Omnibus Subclass on the submitted Claim.

21 The Parties agree that, subject to Court approval, the LADWP shall refund 100% of any  
22 amount the LADWP damaged or overcharged any member of the Omnibus Subclass arising from  
23 the allegations in the Complaint, during the period September 3, 2013 through the present, as  
24 determined by the Claims Processing Unit at LADWP.

25 The Parties further agree that, subject to Court approval, LADWP shall refund 100% of  
26 any damages that the Claims Processing Unit at LADWP determines the LADWP caused any  
27 member of the Omnibus Subclass to incur as a result of their participation in the LADWP's solar  
28 incentive program during the period February 13, 2010 through the present. Any Omnibus

Subclass Member may seek an independent review by the Special Master of any determinations made by LADWP as set forth in Section III.~~HI~~.5 herein.

**d. Timing ~~Of~~of Payment**

All monetary compensation to be paid out under this ~~Settlement~~Revised Agreement will be paid out as follows:

i. Pre-Identified Non-Claims Made Subclass Members will be paid out by not later than seven months following the Effective Date; and

ii. Pre-Identified Claims Made Subclass Members ~~(as defined at Section III.B.1.b. below)~~ or Omnibus Subclass Members will be paid out by not later than seven months following expiration of the Claim Period.

**e. Uncashed ~~And~~and Returned Checks**

The funds for any returned or uncashed checks issued to Settlement Class Members will be held for one year following the expiration of the Remediation Period to correct any errors that may arise in the distribution of the Settlement refunds. After that time and subject to Court approval, any uncashed refund checks shall be paid to Share Project, as administered by the United Way, which is designed for low-income and elderly unemployed LADWP residential customers, who are not eligible for other aid or welfare assistance, to meet their energy and water needs.

**2. Remedial Relief and Corrective Actions**

In addition to providing the foregoing monetary consideration, the Parties also hereby agree that the LADWP will undertake the following remedial and corrective measures in connection with the Settlement:

a. **Create and Adopt CC&B System Performance Metrics and Perform Work Necessary to Achieve and Maintain Compliance with these Metrics**

While the LADWP has already undertaken certain remedial measures to stabilize the performance and functioning of the CC&B System, the LADWP hereby agrees that it will appropriate and expend an additional twenty-million dollars (\$20 million) over the eighteen-month CC&B System Remediation Period provided for by this Settlement to retain CC&B System consultants and software engineering consultants including, but not limited to Oracle Corp., to assist the LADWP in remediating and stabilizing the LADWP's CC&B System to ensure that the CC&B System generates and delivers timely and accurate customer bills.

In addition, to further enhance customer service and ensure timely delivery of accurate customer bills, Defendant agrees that it will also deploy the human and financial resources necessary to enable the LADWP to meet, or exceed, the following thirteen objective performance bench marks on the schedule required by this [Revised](#) Agreement:

**(1) Backlogged Field Investigation Cases Customer High/Low Bill Inquiries**

Since the implementation of the CC&B System, the number of field investigation cases has increased and has exceeded the ability of LADWP to process these field investigation cases in a timely manner. To further enhance customer service and to ensure accurate and timely billing of customers, LADWP commits to working and completing customer high bill and low bill inquiry cases and to do tasks within the service level goals. Customer high bill and low bill inquiries are tracked in field investigation cases and to do task lists. The High/Low bill field investigation cases and to do's along with other relevant tasks will be tracked and the service level reported:

- |   |  |          |
|---|--|----------|
| • | Electric High Bill Complaint for Field Investigation | CM_FIEHB |
| • | Electric Low Bill Complaint for Field Investigation  | CM_FIELB |
| • | Water High Bill Complaint for Field Investigation    | CM_FIWHB |
| • | Water Low Bill Complaint for Field Investigation     | CM_FIWLB |

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field investigation cases and To Do tasks that were

completed during the month that were within 30 days of the field investigation being created.

**Oldest Order** – The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

(2) **Backlogged Field Investigation Cases with Billing Instructions**

Since the implementation of the CC&B System, the number of field investigation cases and to do tasks has increased and has exceeded the ability of LADWP to process these field investigation cases in a timely manner. Customer requests are tracked in field investigation cases and to do task lists. To further enhance customer service and to ensure accurate and timely billing of customers, LADWP commits to working and completing field investigation cases with billing instructions cases and to do tasks within the service level goals. The field investigation cases with billing instructions cases and to do tasks along with other relevant tasks will be tracked and the service level reported:

- Account Service FI To Do CM\_FIASU

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field investigation cases and To Do tasks that were completed during the month that were within 30 days of the field investigation being created.

**Oldest Order** – The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within	> 75%



	the initial service window.	
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

**(3) Backlogged Field Investigation Cases Cut-in-Flat and Defective**

Since the implementation of the CC&B System, the number of field investigation cases and to do tasks has increased and has exceeded the ability of LADWP to process these field investigation cases in a timely manner. LADWP field crews report unmetered electric services that are cut-in-flat, unmetered water service that has a spacer and defective meters. To ensure accurate and timely billing of the customer, LADWP needs to install working meters by either replacing defective meters or working with the customers to resolve the issue necessitating service to be unmetered. The field investigation cases and to do's along with other relevant tasks will be tracked and the service level reported:

- Electric Cut Flat Investigation for FI CM\_FIECF
- Electric Defective Meter Investigation for FI CM\_FIEDF
- Pending Cut Flat or Spacer Case for FI CM\_FIPCS
- Pending Defective Meter Case for FI CM\_FIPDM
- Water Defective Meter Investigation for FI CM\_FIWDF
- Water Spacer Investigation for FI CM\_FIWSP

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field investigation cases and To Do tasks that were completed during the month that were within 30 days of the field investigation being created.

**Oldest Order** – The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate case or To Do	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI		< 60 days

(4) **Backlogged Field Investigation Cases with Other Issues**

Since the implementation of the CC&B System, the number of field investigation cases and to do tasks including final inspection of residential solar systems for participation in the solar incentive program has exceeded the ability of the Department to process these field investigation cases in a timely manner. This metric tracks the field investigation cases and to do's not tracked in other field investigation metrics. These field investigation cases and to do's will be tracked and the service level reported:

- |   |          |
|---|----------|
| • Electric Why High Investigation for FI              | CM_FIEWH |
| • Electric Why Low Investigation for FI               | CM_FIEWL |
| • Electric Classification Survey Investigation for FI | CM_FIECS |
| • Electric Meter Survey Switch Investigation for FI   | CM_FIEMS |
| • Electric Rate Survey Investigation for FI           | CM_FIERS |
| • Electric Service Investigation for FI               | CM_FIESI |
| • Electric Meter Survey Serves Investigation for FI   | CM_FIESS |
| • Pending Meter Survey Case for FI                    | CM_FIPSV |
| • Water Why High Investigation for FI                 | CM_FIWWH |
| • Water Why Low Investigation for FI                  | CM_FIWWL |
| • Water Classification Survey Investigation for FI    | CM_FIWCS |
| • Water Meter Survey Switch Investigation for FI      | CM_FIWMS |
| • Water Rate Survey Investigation for FI              | CM_FIWRS |
| • Water Service Investigation for FI                  | CM_FIWSI |
| • Water Meter Survey Serves Investigation for FI      | CM_FIWSS |
| • Request for Meter Survey                            | CMMTRSUR |

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field investigation cases and To Do tasks that were completed during the month that were within 30 days of the field investigation being created.

**Oldest Order** – The age of the oldest field investigation case and To Do task measured

from the date of the field investigation being created to the date that the task was completed.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate case or To Do	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open FI	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

(5) **Backlogged Field Services Field Activities**

New customers as well as existing customers who wish to start service at a new address or existing customers who wish to stop service at their existing address contact LADWP to request the utility services be connected or disconnected. LADWP will schedule a Field Service representative to visit the ~~customer's~~customer's premise and start or stop the service and obtain a meter read, which is used for the opening or closing bill. The field service field activities are tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field service field activities that were completed during the month that were within 1 business day of the customer requested date for start service and 10 business day of the customer requested date for stop service.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 85%

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%

(6) **Defective Meters**

LADWP field crews report unmetered electric and water services that have defective meters. To ensure accurate and timely billing of the customer, LADWP needs to install working meters by replacing defective meters. The replacement of defective meters will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field activities to replace defective meters that were completed during the month that were within 90 days of the date the defective meter was first reported.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Defective Meter		< 180 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Defective Meter		< 150 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Defective Meter		< 120 days

(7) **Cut In Flat Electric Meters and Spacer on Water Meters**

LADWP field crews report unmetered electric service that are cut-in-flat and unmetered water service that has a spacer. To ensure accurate and timely billing of the customer, LADWP needs to work with the customers to resolve the issue necessitating service to be unmetered. The tasks to install meters on unmetered services will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field activities to install meters on unmetered services that were completed during the month that were within 90 days of the date the defective meter was first reported.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Cut-In-Flat or Spacer		< 180 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Cut-In-Flat or Spacer		< 150 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Cut-In-Flat or Spacer		< 120 days

**(8) Backlogged Meter Reread Field Activities**

To further enhance customer service and to ensure accurate and timely billing of the customer, LADWP commits to meeting meter reread field activity service level goals. LADWP customers who have an outstanding meter read because: (1) a high low billing exception has occurred and the biller requests a re-read to verify consumption, (2) the customer has requested a re-read of their meter to verify consumption, or (3) the meter reader was unable to gain access to the property to read the meter. The meter re-read field activities will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of meter reread field activities that were within 15 days of the date the defective meter was first reported.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%

**(9) Backlogged Field Collections Field Activities**



To further enhance customer service and to avoid creating a hardship for a customer by allowing them to become over extended by exceeding their ability to pay, LADWP commits to meeting field collection field activity service level goals to reconnect service after payment or sever service for non-payment in a timely manner. The collection activity will be in compliance with the LADWP field collection policy at the time the collection is attempted. The field collection field activities will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of field collection field activities that were within 30 days of the date the defective meter was first reported.

**Oldest Order** – The age of the oldest field collection field activity measured from the date the field can first be worked.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open field collection field activity		< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open field collection field activity		< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the	> 90%

1		initial service window.	
2	Oldest Open field collection field activity		< 60 days
3			

**(10) Backlogged Water And Power Distribution Meter Exchange**

To further enhance customer service and to ensure accurate and timely billing of the customer, LADWP commits to meeting water and power meter exchange field activity service level goals. The meter exchange field activities will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of meter exchange field activities that were within 30 days of the date the exchange was scheduled for completion.

**Oldest Order** – The age of the oldest meter exchange field activity measured from the date the field activity was scheduled for completion.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Meter Exchange		< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Meter Exchange		< 75 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Meter Exchange		< 60 days

(11) **Backlogged Manually Generated Billing To Do's**

To further enhance customer service and to ensure accurate and timely billing of customers, LADWP commits to working and completing billing error To Do tasks within the service level goals. The billing To Do tasks will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

**On Time Rate** – The percentage of billing To Do tasks that were completed within 30 days of the date the To Do task was first created.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 25%

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 50%

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 95%

**(12) Premise Management**

The Premise Management Group will be established primarily to aid customers who have newly installed permanent services, which have not been entered into the CC&B system, and who are therefore not receiving bills.

The Department will establish a premise management group to manage the addition of new premises and services within the LADWP service territories. The premise management group will be established within 60 days of final approval of the Settlement.

**(13) Customer Service Call Times And Responses:**

To further enhance customer service, the LADWP commits to meeting a monthly Average Speed of Answer (“ASA”) in both their residential and commercials call centers as called out below. The ASA is the average amount of time it takes for a call to be answered in the call centers during the month. This includes the amount of time callers wait in the automatic call director (“ACD”) queue after navigating through the IVR until the agent answers the phone. It also does not include callers who use a self-service IVR option and never reach the ACD queue.

A) After 180 Days

Metric	Description	Service Goals
Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call center during a specific time period.	< 5 min

B) After 360 Days

Metric	Description	Service Goals
Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time	< 4 min

1	Answer	it takes for calls to be answered in a call center during a specific time period.	
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3 C) After 540 Days

4	Metric	Description	Service Goals
5	Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call center during a specific time period.	< 3 min

9 **b. Appointment of Independent CC&B System Monitoring Expert**

10 In furtherance of the LADWP's goal of restoring customer confidence and the public's  
11 trust and confidence in the LADWP's ability to deliver timely and accurate customer bills and a  
12 level of customer service that consistently meets or exceeds industry standards, the Parties further  
13 agree that Plaintiff Jones ~~will retain~~ has retained the services of a nationally recognized CC&B  
14 consulting expert, Paul Bender of Paul Bender Consulting, to: verify data; establish that the  
15 mechanism for identifying affected accounts is accurate and reliable; independently evaluate the  
16 criteria used to process the claims; and monitor the CC&B remediation efforts and corrective  
17 actions undertaken by the LADWP and its independent CC&B consultants during the ~~18-month~~  
18 Remediation Period, subject to the Court's oversight and continuing jurisdiction.

19 The CC&B System Monitoring Expert is comprised of a team of senior professionals with  
20 extensive experience in information technology and programming, quality assurance and CC&B  
21 functionality and solution architecture. The CC&B System Monitoring Expert is owned and  
22 operated by Paul L. Bender. Mr. Bender, who earned an MBA from Boston University and is a  
23 Certified Public Accountant, has 30 years of financial management and consulting experience,  
24 including 20 years as Chief Financial Officer for two large municipal natural gas, water and waste  
25 water utilities (City of Richmond Public Utilities from 1986-1997 and District of Columbia Water  
26 and Sewer Authority from 1997-2005). As a Chief Financial Officer, Mr. Bender successfully  
27 implemented the entire range of financial, customer service and information technology systems  
28 (i.e., CIS, AMR/AMI, call center), and restructured financial and customer service operations to

1 stabilize systems, to achieve Board of Directors and City Council objectives, and to meet industry  
2 standards. Mr. Bender's most significant and relevant accomplishment as a Chief Financial  
3 Officer involved the successful remediation of a failed CC&B system implementation by  
4 Pricewaterhouse Coopers, LLP at the Water Department for the City of Cleveland. As a result of  
5 the efforts undertaken by Mr. Bender, and the same team of individuals that Mr. Bender has tasked  
6 to work on the LADWP CC&B remediation project, Mr. Bender and his team were able to achieve  
7 virtually 100% meter reading accuracy and customer billings with industry-leading customer  
8 service survey ratings. Mr. Bender's credentials and experience, as well as the credentials and  
9 experience possessed by the individuals assisting Mr. Bender in his work on the LADWP CC&B  
10 remediation project, are detailed in the exhibits to the [Supplemental](#) Declaration of Paul L. Bender  
11 in Further Support of Plaintiffs' Motion for Preliminary Approval (the "[Supplemental](#) Bender  
12 Decl.").

13 The Parties further agree that the CC&B System Monitoring Expert [has been, and](#) will  
14 [continue to](#) be afforded reasonable access to the LADWP's CC&B System and its CC&B System  
15 remediation plan and, [has been and](#) will [continue to](#) be routinely permitted to interview LADWP's  
16 IT staff assigned to the CC&B System remediation project and CC&B System consultants  
17 working on the remediation project for the purpose of monitoring the resources devoted to the  
18 remediation project and LADWP's progress toward meeting or exceeding the metrics specified in  
19 Section III.BC.2.a. above. The Parties hereto further agree that the CC&B System Monitoring  
20 Expert ~~will~~ [has already provided, and will continue to](#) provide independent, detailed written  
21 quarterly reports to Class Counsel, Defense Counsel, the LADWP Board of Commissioners, the  
22 Executive Management of the LADWP, and the Office of Public Accountability, detailing ~~is~~ [his](#)  
23 quarterly findings.

24 The Parties further agree that Class Counsel shall be responsible for preparing and filing  
25 quarterly status reports with the Court that inform the Court of the CC&B System Monitoring  
26 Expert's quarterly findings. The quarterly reports prepared by the CC&B System Monitoring  
27 Expert will also be attached as Exhibits to the Status Reports to the Court. [The Report of the](#)  
28 [Independent CC&B System Monitor Concerning Status of Class Action Settlement for the First](#)

1 [and Second Quarters of 2016, dated July 14, 2016, was filed with the Court on or about July 14,](#)  
2 [2016.](#) LADWP agrees to pay Class Counsel the costs of the CC&B System Monitoring Expert  
3 based on invoices submitted through Class Counsel. Given that the CC&B System Monitoring  
4 Expert has begun its evaluation, LADWP agrees that invoices may be submitted and, upon  
5 approval, paid prior to Preliminary or Final Approval of the [Revised](#) Agreement.

6 c. **Independent CC&B System Audits to Confirm Accuracy of**  
7 **CC&B System**

8 In furtherance of the LADWP's goal to restore customer and public trust and confidence in  
9 the LADWP's ability to deliver accurate and timely customer bills and to consistently deliver  
10 customer service that meets or exceeds industry standards, the Parties hereto further agree that, at  
11 the conclusion of the ~~18-month~~ Remediation Period, the performance capabilities, including the  
12 ability of the CC&B System to consistently deliver timely and accurate customer bills, shall be  
13 audited by the CC&B System Auditor at LADWP's cost. This initial audit report will be  
14 completed immediately following the ~~18-month~~ Remediation Period.

15 The results of the independent CC&B System audit conducted at the end of the ~~18-month~~  
16 Remediation Period shall be set forth in a detailed audit report that will be provided to the  
17 LADWP Board of Commissioners, the General Manager of the LADWP, the Office of Public  
18 Accountability, Class Counsel, and Defense Counsel.

19 The Parties further agree that 18 months *after* the conclusion of the ~~18-month~~ Remediation  
20 Period, the performance capabilities, including the ability of the CC&B System to consistently  
21 deliver timely and accurate customer bills, shall be audited by the CC&B System Auditor for a  
22 second time at LADWP's cost. The purpose of this second audit shall be to determine and report  
23 on whether the CC&B System continues to consistently deliver timely and accurate customer bills  
24 18 months after the Remediation Period has been concluded.

25 The results of this second independent CC&B System audit shall also be set forth in a  
26 detailed audit report that will be provided to the LADWP Board of Commissioners, the General  
27 Manager of the LADWP, the Office of Public Accountability, Class Counsel, and Defense  
28 Counsel.

1 The Parties further agree that, in the event that the second independent audit confirms that  
2 the LADWP is in substantial compliance with its obligations arising under this Revised  
3 Agreement, LADWP's obligations under the Settlement will terminate upon the LADWP's Board  
4 of Commissioners approving the second audit and the Court issuing a final order terminating the  
5 litigation. In addition, the Parties agree that Class Counsel will have access to confirmatory  
6 discovery for the purpose of assessing the LADWP's compliance, or lack thereof, with LADWP's  
7 obligations arising under this Revised Agreement until such time as the Court issues an Order  
8 terminating the litigation.

9 The Parties further agree that Class Counsel shall be responsible for preparing and filing  
10 status reports with the Court that inform the Court of the results of the initial and second  
11 independent CC&B System audits. The independent audit reports prepared by the CC&B System  
12 Auditor will also be attached as Exhibits to all such Status Reports to the Court.

13 d. **Create and Implement Internal Billing "Tiger Team" To**  
14 **Address Unique or Complex Billing Issues**

15 In recognition of the fact that certain types of customer bills often require a heightened  
16 level of customer service, and in furtherance of the LADWP's goal to deliver accurate and timely  
17 bills to all of its customers, including those customers who require a heightened level of customer  
18 care and service, the Parties hereby agree that the LADWP ~~will establish~~has established and is in  
19 the process of fully ~~staff~~staffing a "Tiger Team" with not less than ten customer service  
20 representatives who have extensive training and experience in complex billing matters to address  
21 escalated or complex customer billing concerns.

22 The LADWP ~~will work~~has worked with Class Counsel to develop internal guidelines and a  
23 process for identifying and escalating all highly complex customer billing issues to ensure that all  
24 customers, including those customers with extremely complex bills, receive the level of customer  
25 care necessary to timely resolve any and all billing issues.

26 The Tiger Team ~~will~~has become a permanent unit within the LADWP's Customer Service  
27 organization and will be ~~established and~~ fully staffed within 60 days of the Settlement being  
28 ~~finally~~preliminarily approved by the Court.



1 e. **Create and Implement Information Technology Department**  
2 **Project Management Office**

3 In recognition of the fact that the LADWP is the largest municipal utility in the United  
4 States and is anticipated to be replacing and/or significantly upgrading significant portions of its  
5 information technology infrastructure over the course of the next several years, the Parties agree  
6 that the LADWP will permanently establish a Project Management Organization (“PMO”) within  
7 six months of the Court ~~finally~~preliminarily approving the Settlement. The PMO will be  
8 responsible for managing and implementing all aspects of all future significant information  
9 technology projects undertaken by the LADWP.

10 To ~~create~~properly staff and manage the PMO, the Parties further agree that the LADWP  
11 ~~will seek the necessary authority to create an exempt~~has created a position ~~that will be~~ titled  
12 ~~“Chief Project Manager.” Upon approval~~Director of ~~this exempt position, the LADWP will then~~  
13 ~~seek authority to conduct a national~~Corporate Program Management,” conducted a recruiting  
14 campaign ~~to recruit and hire~~recruited and hired the most qualified candidate available. ~~Once~~  
15 ~~hired, the Chief Project Manager~~The Director of Corporate Program Management will report  
16 directly to the LADWP’s Chief Administrative Officer.

17 The Parties further agree that the PMO organization shall be organized, staffed and  
18 managed so as to ensure continuity and adherence to then-current industry best practices. ~~The~~  
19 ~~PMO will~~In addition to the Director of Corporate Program Management the PMO will also be  
20 staffed with at least three Senior Project Managers who will be selected through a competitive  
21 process by, and report directly to, the LADWP’s ~~Chief Project Manager.~~Director of Corporate  
22 Program Management. Each of the three Senior Project Managers will be assigned various IT  
23 related projects to be undertaken by the LADWP and will be responsible for assembling Project  
24 Teams of varying size and membership. Each Project Team will be staffed with qualified  
25 individuals drawn from the LADWP’s Customer Service Division, IT Division, Field Services,  
26 Water Services, Power Services, Financial Services Organization, external consultants and in-  
27 house or outside legal counsel, as appropriate to ensure the successful implementation and  
28 completion of each IT related project undertaken by the LADWP.

f. **Amend Rule 17 of the Rules Governing Water and Electric Service**

The Parties recognize and agree that:

- i. the timely issuance and collection of accurate customer bills is a cornerstone of sound business practices at the LADWP;
- ii. as a matter of fairness and customer relations, the LADWP is responsible for timely and accurate billing;
- iii. receiving accurate bills at regular intervals in accordance with applicable rules is a basic LADWP customer right;
- iv. the LADWP's failure to issue a bill, as well as issuing an estimated bill due to circumstances within the LADWP's control, may constitute a billing error in certain circumstances; and
- v. in the situations where the LADWP has not issued timely or accurate bills and has nevertheless undertaken to retroactively collect such bills to bring customer accounts current, the LADWP may have created a hardship for its customers.

In recognition of the fact that the LADWP is committed to the issuance of timely and accurate bills to its customers and, pursuant to the terms of this Settlement, the Parties agree that the Board of Commissioners of the LADWP will amend Rule 17 of the Rules Governing Water and Electric Service ("Rule 17") to provide in relevant part:

**1. Residential Customers**

The Department will not back-bill its Residential Customers for a period of time in excess of ~~270 days from the date the back bill is generated.~~ (i) 3 billing cycles for customers billed bi-monthly or (ii) 6 billing cycles for customers billed monthly, from the date of the last regular read within the customer's most recent billing cycle.

~~When a Department error in billing is discovered on a Residential Customer's account and the date of its occurrence can be determined, the overcharge or undercharge will be computed back to but not beyond that date, but not in any event exceeding four years from the date the corrected bill is generated.~~

The foregoing back billing limitation is not applicable to:- (i) "back-dated service connection"; (ii) energy theft; (iii) water theft; (iv) illegal diversion; (v) fraud; (vi) customer refusing access; and (vii) all instances where delay or error in billing is solely attributable to customer action or inaction which serves to impede LADWP's ability to conduct its business.

**2. Commercial Customers**

~~When a Department error in billing is discovered on a Commercial Customer's account and the date of its occurrence can be determined, the overcharge or undercharge will be computed back to, but not beyond that date, but not in any event exceeding four years from the date the corrected bill is generated.~~

~~The foregoing provision is subject only to the "extreme hardship exception" which is only applicable to businesses that employ 25 or fewer employees ("Qualified Businesses"). Pursuant to the "extreme hardship exception," a Qualified Business may apply to the LADWP for additional time to pay the back billed amount and such applications will be considered on a case by case basis by the LADWP.~~

The Department will not back-bill its Commercial Customers for a period of time in excess of (i) 3 billing cycles for customers billed bi-monthly or (ii) 6 billing cycles for customers billed monthly, from the date of the last regular read within the customer's most recent billing cycle.

The foregoing back billing limitation is not applicable to: (i) "back-dated service connection"; (ii) energy theft; (iii) water theft; (iv) illegal diversion; (v) fraud; (vi) customer refusing access; and (vii) all instances where delay or error in billing is solely attributable to customer action or inaction which serves to impede LADWP's ability to conduct its business.

The Parties hereto also agree that all residential and commercial customers that have been Back-Billed ~~on~~at any time since September 11, 2015 ~~or thereafter~~through November 18, 2016 will be credited for any amounts billed in excess of ~~270 days~~3 billing cycles for those customers billed bi-monthly, or 6 billing cycles for those customers billed monthly. The Parties also agree that all residential and commercial customers who receive a Back-Bill between the dates of September 3, 2013 and the close of the Remediation Period shall have a period of four years from the date on which they receive the Back-Bill to pay the entirety of the Back-Billed amount only, in full, without penalty or interest, in equal monthly installments. To qualify for the foregoing, customers must remain current on their most recent bill. The Parties further agree that, in the event that any residential or commercial customer fails to timely make any payments due of any portion of the Back-Billed amounts in accordance with these terms, the entirety of the Back-Billed amount shall immediately become due and payable.

**g. Settlement Class Members Who Entered Into A Payment Arrangement Schedule With The LADWP Due To Receiving A Delayed Bill At Any Time From September 3, 2013 Through**

November ~~3, 2015~~ 18, 2016 Who Have Outstanding Payment Arrangement Balances Due May Elect To Extend The Term of Their Payment Arrangement Schedule By One Additional Year

The Parties agree that any Settlement Class Member who: -(i) has entered into a Payment Arrangement Schedule with the LADWP -at any time from September 3, 2013 through November ~~3, 2015~~ 18, 2016, (ii) has an outstanding Payment Arrangement balance due, and (iii) is current on their Payment Arrangement payments, may elect to extend the term of their Payment Arrangement schedule by one additional year.

Qualified Settlement Class Members may extend the term of a Payment Arrangement schedule by one additional year by contacting the LADWP.

Once qualified Settlement Class Members have made this election, the LADWP will process all qualifying requests within thirty (30) days of such election having been made and will provide such Settlement Class Members with a new Payment Arrangement schedule that reflects the new terms and payment structure.

~~C.D.~~ Class Notice Program

Not later than ~~30~~90 business days after the entry of the Order granting Preliminary Approval, Class Counsel shall cause Class Notice to be disseminated as directed in the Order of Preliminary Approval as follows:

**1. Mailed Class Notice**

Defendant shall directly mail, via United States First Class Mail, a long form ~~notice~~Class Notice to all those customers of LADWP for whom Defendant has street addresses and with whom Defendant routinely communicates via United States First Class Mail pursuant to customers' instructions in substantially the form of Exhibit A hereto. Prior to mailing the Class Notice, the National Change of Address Clearance database will be checked to verify updated address listings. The Mailed Class Notice shall:

- a. contain a short, plain statement of the background of the Action and the Settlement;
- b. describe the relief outlined in this Revised Agreement;

- c. state that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement;
- d. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive the relief under the Settlement;
- e. inform Settlement Class Members that they may exclude themselves from the Class by mailing to the Claims Administrator a written exclusion request postmarked no later than ~~90~~30 days after the Class Notice Date;
- f. inform Settlement Class Members that they may object to the proposed Settlement by mailing to the Claims Administrator a written statement of objections no later than ~~90~~30 days after the Class Notice Date;
- g. inform Settlement Class Members that any Final Order and Judgment entered, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the Settlement;
- h. inform Settlement Class Members of the terms of the Release; and
- i. inform Settlement Class Members that they may seek an independent review by the Special Master of any determinations made by LADWP and provide instructions for how to do so;
- j. be made available, upon request, in the following languages in addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog.

**2. Emailed Class Notice**

Defendant shall send via email, a long form ~~notice~~Class Notice to all those customers of LADWP for whom Defendant has email addresses and with whom Defendant routinely communicates via email pursuant to customers' instructions in substantially the form of Exhibit A hereto. The Emailed Class Notice shall:

- a. contain a short, plain statement of the background of the Action and the Settlement;

- b. describe the relief outlined in this [Revised](#) Agreement;
- c. state that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement;
- d. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive the relief under the Settlement;
- e. inform Settlement Class Members that they may exclude themselves from the Class by mailing to the Claims Administrator a written exclusion request postmarked no later than ~~90~~[30](#) days after the [Class](#) Notice Date;
- f. inform Settlement Class Members that they may object to the proposed Settlement by mailing to the Claims Administrator a written statement of objections no later than ~~90~~[30](#) days after the [Class](#) Notice Date;
- g. inform Settlement Class Members that any Final Order and Judgment entered, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the Settlement;
- h. inform Settlement Class Members of the terms of the Release; and
- i. inform Settlement Class Members that they may seek an independent review by the Special Master of any determinations made by LADWP and provide instructions for how to do so;
- j. be made available, upon request, in the following languages in addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog-.

**3. Published [Class](#) Notice**

Defendant shall cause a summary notice to be published in the form of Exhibit B hereto one time in *The Los Angeles Times* and one time in *La Opinion*. The Published [Class](#) Notice shall not be less than ¼ of a page. The Published [Class](#) Notice shall:

- a. contain a short, plain statement of the background of the Action and the

1 Settlement;

2 b. describe the relief outlined in this [Revised](#) Agreement;

3 c. inform Settlement Class Members that, if they do not exclude themselves  
4 from the Settlement Class, they may be eligible to receive the relief under  
5 the Settlement;

6 d. inform Settlement Class Members that they may exclude themselves from  
7 the Class by mailing to the Claims Administrator a written exclusion  
8 request postmarked no later than ~~90~~[30](#) days after the [Class](#) Notice Date;

9 e. inform Settlement Class Members that they may object to the proposed  
10 Settlement by mailing to the Claims Administrator a written statement of  
11 objections no later than ~~90~~[30](#) days after the [Class](#) Notice Date; and

12 f. inform Settlement Class Members that any Final Order and Judgment  
13 entered, whether favorable or unfavorable to the Settlement Class, shall  
14 include, and be binding on, all Settlement Class Members who have not  
15 been excluded from the Class, even if they have objected to the Settlement.

1                   4.       Internet and Website ~~Class~~ Notice

2               ~~Class~~ Notice of the Settlement will also be published on LADWP's website and on the  
3 Claims Administrator's website, which the Claims Administrator will maintain to facilitate the  
4 administration of the ~~settlement~~Settlement and to facilitate the online exchange of information  
5 with Class Members.

6               The Parties agree that the methods of Class Notice set forth in these Sections ~~ED.1.-ED.4.~~  
7 constitute the best form of ~~Notice~~notice to the Settlement Class that is practicable under the  
8 circumstances.

9               Defendant shall pay all costs and expenses associated with disseminating the ~~Notices~~Class  
10 Notice described herein.

11               ~~D.E.~~ Release, Waiver and Covenant Not To Sue

12               As of the Effective Date, and in consideration of this Revised Agreement and the benefits  
13 extended to the Settlement Class, Plaintiff Jones, on behalf of himself and the Settlement Class  
14 Members, and each Settlement Class Member, on behalf of himself or herself and his or her  
15 respective successors and assigns hereby fully releases and forever discharges the Released Parties  
16 from the Released Claims.

17               Plaintiff Jones, on behalf of himself and the Settlement Class Members, fully understands  
18 that if any fact relating to any matter covered by this Revised Agreement is later found to be other  
19 than, or different from, the facts now believed by Plaintiff Jones to be true, Plaintiff Jones, on  
20 behalf of himself and the Settlement Class Members, expressly accepts and assumes the risk of  
21 such possible differences in fact and acknowledge that this Revised Agreement shall nevertheless  
22 remain fully binding and effective.

23               Upon entry of the Final Order and Judgment, Plaintiff Jones shall have, and each and every  
24 Settlement Class Member shall be deemed to have, on behalf of the Settlement Class Member and  
25 the Settlement Class Members' respective successors and assigns, covenanted and agreed to: (i)  
26 forever refrain from instituting, maintaining or proceeding in any action against the Released  
27 Parties with respect to any Released Claims; (ii) release and forever discharge the Released Parties  
28 from each and every such Released Claim; and (iii) this Revised Agreement being pleaded as a



1 full and complete defense to, and being used as the basis for a temporary restraining order or  
2 preliminary or permanent injunction against, any action, suit or other proceeding which has been  
3 or may be instituted, prosecuted, continued to be prosecuted, or attempted, asserting any Released  
4 Claim.

5 In addition, Defendant hereby releases, discharges and waives any and all claims that  
6 Defendant had or may have had, asserted or not, against Plaintiff Jones or Plaintiff Jones' counsel.

7 **E.F. Confirmatory Discovery**

8 The Settlement is subject to Plaintiff Jones completing reasonable confirmatory discovery  
9 including, but not limited to, any of the following: (1) requesting that LADWP respond to and  
10 produce documents responsive to a request by Plaintiff Jones for the information below and (2)  
11 requesting that LADWP provide evidence from designated LADWP representatives in the subject  
12 areas of requested inquiry:

- 13       ▪ Criteria used for identification of membership in each identified sub-class;
- 14       ▪ The internal methodology, criteria, queries used and data relied upon for the
- 15       evaluation of all class members' accounts to determine credit or refund
- 16       eligibility and amount of credit or refund and validation protocols;
- 17       ▪ Reports and all data documenting the total payment of credits and/or refunds
- 18       issued to customers and from ongoing remediation efforts;
- 19       ▪ Remediation implementation protocols, progress reports, updates, and the
- 20       metrics generated from reporting; and
- 21       ▪ Such other items as are mutually agreed upon to confirm the fairness,
- 22       reasonableness and adequacy of the Settlement.

23 **F.G. Non-Admission of Liability**

24 This Revised Agreement is made for settlement purposes only, neither the fact of nor any  
25 specific provision contained in this Revised Agreement nor any action taken hereunder shall  
26 constitute, or be construed as, any admission of the validity of any claim or any fact alleged by  
27 Plaintiff Jones or by any other person included within the Settlement Class of any wrongdoing,  
28 fault, violation of law, or liability of any kind on the part of Defendant. This Revised Agreement  
constitutes a compromise pursuant to California Evidence Code Section 1152(a). It shall not be

1 offered or be admissible, either in whole or in part, as evidence against Defendant, except in any  
2 action or proceeding to enforce its terms.

3 **G.H. Preliminary Approval**

4 Plaintiff Jones shall present this Revised Agreement to the Court ~~by way of a motion~~  
5 seeking certification of the Settlement Class and preliminary approval of the Settlement reflected  
6 in this Revised Agreement ~~(the “Motion for Preliminary Approval”) by no later than on~~ November  
7 ~~17, 2015, with an oral hearing on the motion set for December 21, 2015.~~ 18, 2016. Defendant shall  
8 join in Plaintiff Jones’ request for preliminary approval of this Revised Agreement and  
9 certification of the Settlement Class. The ~~Motion for Preliminary Approval~~ Parties shall apply for  
10 an order substantially in the form of Exhibit C hereto (“Preliminary Approval Order”). The  
11 ~~Motion for Preliminary Approval~~ Parties shall request an order that seeks, among other things:

- 12 a. ~~consolidating~~ the consolidation of the *Jones, Bransford, Fontaine, and*  
13 *Kimhi* Actions;
- 14 b. ~~for~~ preliminary approval of this Revised Agreement;
- 15 c. ~~for~~ certification, for settlement purposes, of the Settlement Class; \_\_\_\_\_
- 16 d. ~~for the appointment of Class Counsel and Liaison Counsel as counsel for~~  
17 ~~the Settlement Class;~~
- 18 e. ~~for the appointment of Plaintiff Antwon Jones as the Class Representative~~  
19 ~~of the Settlement Class;~~
- 20 f. ~~for the appointment of Plaintiff Yaar Kimhi as the Class Representative of~~  
21 ~~the Solar Customers Subclass;~~
- 22 g. ~~for the appointment of Kurtzman Carson Consultants, LLC as Claims~~  
23 ~~Administrator;~~
- 24 h. ~~for the appointment of Paul Bender of Paul Bender Consulting to serve as~~  
25 ~~the CC&B System Monitoring Expert;~~
- 26 i. ~~for the appointment of Barbara R. Barkovich, Ph.D of the firm of Barkovich~~  
27 ~~& Yap, Inc. to serve as Special Master;~~
- 28 j. ~~for the d.~~ d.\_\_\_\_\_ approval of the Notices in the form substantially similar to

those attached as Exhibits A and B hereto; and

~~k. setting~~ e. a schedule for final approval of the Settlement.

### **H.I. Claims Process**

Settlement Class membership and the amount of monetary relief to which each Settlement Class Member may be entitled will be accomplished by a process that includes: ~~-(i) pre-~~ identification and/or (ii) self-identification of Settlement Class Members. The date of mailing Identification or Omnibus Subclass Letters will correspond to the date on the letters.

#### **1. Pre-identification**

##### **a. Pre-Identified Non-Claims Made Subclass Members**

~~Within sixty (60) days of the Notice Date, Defendant~~ Simultaneous with the Class Notice being provided, Defendant shall also provide each Pre-Identified Non-Claims Made Subclass Member with a Credit/Refund Letter in substantially the form of Exhibit D hereto, either by United States First Class Mail or email. The Credit/Refund Letter shall identify those Settlement Class Members that are included in the Pre-Identified Non-Claims Made Subclass and the amount of monetary credit (if the Pre-Identified Non-Claims Made Subclass Member is a current LADWP customer) or refund (if the Pre-Identified Non-Claims Made Subclass Member is a former LADWP customer with a closed LADWP account) to which each Pre-Identified Non-Claims Made Subclass Member is entitled, based on computations performed by Defendant and criteria for those computations shall be verified for fairness and for reasonableness by the CC&B System Monitoring Expert.

~~Defendant shall provide each Pre-Identified Non-Claims Made Subclass Member with a Credit/Refund Letter in substantially the form of Exhibit D hereto, either by United States First Class Mail or email during the 18 month Remediation Period.~~

Such Credit/Refund Letters shall indicate: ~~-(a) the particular Subclass(es) in which each~~ Pre-Identified Non-Claims Made Subclass Member is included; (b) the amount of the monetary credit or refund that each Pre-Identified Non-Claims Made Subclass Member is entitled; and (c) instructions on how to opt-out, in the event that a Pre-Identified Non-Claims Made Subclass Member wishes to exclude himself/herself from the Settlement Class. Such Credit/Refund Letters

1 shall further state that, in the event the Court finally approves the Settlement, and the Pre-  
2 Identified Non-Claims Made Subclass Member is satisfied with the amount of the monetary credit  
3 or refund identified in the Credit/Refund Letter, the Pre-Identified Non-Claims Made Subclass  
4 Member need not take any further action to recover the credit or refund. Such Credit/Refund  
5 Letters shall also further state that any Pre-Identified Non-Claims Made Subclass Member who is  
6 not satisfied with the amount of the monetary credit or refund identified in the Credit/Refund  
7 Letter shall be entitled to request that an independent review be conducted by the Special Master.  
8 For those Subclass Members who wish to pursue an independent review, the Class Notice will  
9 provide information and instructions for how to do so.

10 **b. Pre-Identified Claims Made Subclass Members**

11 ~~Additionally, within sixty (60) days of~~ Simultaneous with the Class Notice  
12 ~~Date being provided~~, Defendant shall ~~identify those Settlement Class Members that are included in~~  
13 ~~the Pre-Identified Claims Made Subclass.~~

14 ~~Defendant shall~~also provide each Pre-Identified Claims Made Subclass Member with an  
15 Identification Letter in substantially the form of Exhibit E hereto, either by United States First  
16 Class Mail or email ~~during the 18 month Remediation Period.~~ The Identification Letter shall  
17 identify those Settlement Class Members that are included in the Pre-Identified Claims Made  
18 Subclass.

19 Such Identification Letters shall indicate:— (a) the particular Subclass(es) in which each  
20 Pre-Identified Claims Made Subclass Member is included; (b) instructions on how to obtain a  
21 Claim Form or file an electronic claim via the Claims Administrator’s website, which will detail  
22 the necessary information that each Pre-Identified Claims Made Subclass Member must provide in  
23 order to receive a monetary credit (if the Pre-Identified Claims Made Subclass Member is a  
24 current LADWP customer) or refund (if the Pre-Identified Claims Made Subclass Member is a  
25 former LADWP customer with a closed LADWP account), if so entitled; and (c) instructions on  
26 how to opt-out, in the event that a Pre-Identified Claims Made Subclass Member wishes to  
27 excluded himself/herself from the Settlement Class. Such Identification Letters shall also further  
28 state that any Pre-Identified Claims Made Subclass Member who is not satisfied with the amount

of the monetary credit or refund ultimately determined to be due such Subclass Member by the Claims Processing Unit shall be entitled to request that an independent review be conducted by the Special Master. For those Subclass Members who wish to pursue an independent review, the Class Notice will provide information and instructions for how to do so.

## 2. Self-Identification

~~Regardless of whether he/she has~~ Simultaneous with the Class Notice being provided, Defendant shall also provide each LADWP customer that has not been identified as either a: (i) Pre-Identified Non-Claims Made Subclass Member or (ii) Pre-Identified Claims Made Subclass Member with an Omnibus Subclass Letter in substantially the form of Exhibit F hereto, either by United States First Class Mail or email. The Omnibus Subclass Letter shall notify these LADWP customers that, despite not having been identified as a member of the Pre-Identified Non-Claims Made Subclass or the Pre-Identified Claims Made Subclass, ~~any current or former customer of the these~~ LADWP customers may ~~also~~ submit a Claim Form ~~in substantially the form of Exhibit F hereto or file an electronic claim via the Claims Administrator's website~~ in order to receive a monetary credit, (if a current LADWP customer) or refund (if a former LADWP customer with a closed LADWP account), as a result of: (i) a billing error made by LADWP at any time since September 3, 2013; or (ii) damage as a result of their participation in LADWP's solar incentive program at any time since February 13, 2010. Such Omnibus Subclass Letters shall indicate: (a) instructions on how to obtain a Claim Form or file an electronic claim via the Claims Administrator's website; and (b) instructions on how to opt-out to excluded himself/herself from the Settlement Class. Such Omnibus Subclass Letters shall also further state that any Subclass Member who reasonably believes that the amount of the monetary credit or refund ultimately determined to be due such Subclass Member by the Claims Processing Unit is incorrect shall be entitled to request that an independent review be conducted by the Special Master. For those Subclass Members who wish to pursue an independent review, the Class Notice will provide information and instructions for how to do so.

The Claim Form shall be made available, upon request, in the following languages in addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog. Any Omnibus

Subclass Member who is not satisfied with the amount of the monetary credit or refund determined to be due such Subclass Member by the Claims Processing Unit shall be entitled to request that an independent review be conducted by the Special Master. For those Omnibus Subclass Members who wish to pursue an independent review, the Class Notice will provide information and instructions for how to do so.

### 3. Pending Field ~~Investigation~~ Work Investigations

~~Within sixty (60) days of Simultaneous with~~ the Class Notice ~~Date being provided~~, each Field ~~Investigation~~ Work Customer will receive a Field Work Investigation Notification Letter substantially in the form of Exhibit H advising the customer of a pending field work investigation. Once the field work investigation is completed, a Field ~~Investigation-Work~~ Customer will ~~receive~~ be sent a Field Work Investigation Determination Letter substantially in the form of Exhibit I informing the Field ~~Investigation~~ Work Customer of the ~~LADWP's~~ result of the LADWP's field work investigation. If, after ~~the field investigation determination, the customer receiving a Field Work Investigation Determination Letter, a Field Work Customer~~ believes s/he was incorrectly assessed a charge associated with his/her power, water, sewage or ~~trash collection~~ sanitation services, the customer may submit a Claim Form within ~~120~~ 60 days of the date of the Field Work Investigation Determination Letter.

### 4. Claims ~~Administration~~ Administrator

~~An~~ The Court has appointed Kurtzman Carson Consultants LLC ("KCC") as the independent Claims Administrator ~~shall be retained subject to the Court's approval~~. The Claims Administrator shall be responsible for effectuating the claims process under the supervision of Class Counsel and the Independent CC&B Billing System Monitoring Expert. The Claims Administrator shall be delegated the authority to administer and process eligible claims during the Claim Period.

### 5. Special Master

Any Settlement Class Member who wishes to dispute the amount of the monetary credit or refund determined by the LADWP or the Claims Processing Unit may request that an independent review be conducted by the Court-appointed Special Master (a "Special Master Review"). A

1 request for Special Master Review must be made to the Claims Administrator within 30 days as  
2 specified in the Notice. Any Settlement Class Member seeking a Special Master Review shall  
3 initiate this process by sending a letter, via First Class Mail, which: (a) states that the Settlement  
4 Class Member disputes the amount of the monetary credit or refund and desires to initiate a  
5 Special Master Review; (b) explains the reason(s) the Settlement Class Member is disputing the  
6 amount of the monetary credit or refund and states all facts relied upon by such Settlement Class  
7 Member in disputing the amount of the monetary credit or refund; (c) attaches all documents  
8 relied upon by the Settlement Class Member in disputing the amount of the monetary credit or  
9 refund; and (d) requests that the Special Master review the determination and make a  
10 determination as to whether: (i) the LADWP or the Claims Processing Unit's determination  
11 should be adopted; or (ii) an alternative finding should be made. A request for a Special Master  
12 Review must be dated and signed by the Settlement Class Member and sent to: Special Master  
13 Barbara R. Barkovich, Ph.D - LADWP Billing Class Action, c/o Kurtzman Carson Consultants.  
14 All requests for a Special Master Review must be postmarked within 30 days of the date of the  
15 letter informing the Settlement Class Member of the amount of the monetary credit or refund  
16 determined by the LADWP or the Claims Processing Unit that is being disputed.

17 The ~~Parties have agreed that~~ Court has appointed Barbara R. Barkovich, Ph.D ~~shall serve~~  
18 as the ~~Court appointed~~ independent Special Master ~~and, who shall~~ be responsible for conducting  
19 all independent reviews requested by any Settlement Class Member. The Special Master shall be  
20 responsible for obtaining from LADWP and/or the Class Member the information the Special  
21 Master deems necessary and required to review and adjudicate each request for independent  
22 review. The Special Master will determine the validity of claims on a *de novo* review decided  
23 upon the preponderance of the evidence. LADWP agrees to provide the Special Master with any  
24 information requested. All determinations made by the Special Master shall be made solely by the  
25 Special Master and shall be submitted to the Court in the form of a "Report and  
26 Recommendation." The Special Master shall inform individual Class Members by letter as to her  
27 determinations of their respective claims. Any Class Member who wishes to contest the Special  
28 Master's determination of that Class Member's claim shall submit, via First Class Mail and within



30 days of the date of the Special Master’s determination letter, a letter to the Court requesting a review by the Court, stating the grounds for disputing the determination, and submitting any supportive documentation.

Special Master Dr. Barbara Barkovich has been a consultant and expert on energy and regulatory matters since 1985. Dr. Barkovich has extensive experience in assisting consumers of utility services in negotiations with utilities on pricing and service matters and in negotiation of settlement agreements on complex regulatory matters. She holds a BA in physics from the University of California at San Diego, an MS in Urban and Policy Sciences from the State University of New York at Stony Brook, and a Ph.D in Energy and Resources from the University of California at Berkeley. Dr. Barkovich is the owner and operator of Barkovich & Yap. Dr. Barkovich’s credentials and experience, as well as the credentials and experience possessed by the individuals assisting Dr. Barkovich in her work as the Court-appointed Special Master in this litigation, are detailed in Exhibit 3 to the Supplemental Declaration of Jack Landskroner in Further Support of Plaintiffs’ Motion for Preliminary Approval (the “Supplemental Landskroner Decl.”). LADWP agrees to pay the costs of the Special Master.

#### **6. Costs of Settlement Administration**

All costs and expenses incurred in implementing and administering the Settlement shall be paid by Defendant. The Claims Administrator shall, under the supervision of the Court, administer the Settlement provided by this Revised Agreement by processing and resolving claims in a rational, responsive, cost-effective, and timely manner. The Claims Administrator shall maintain detailed records of its activities under this Revised Agreement in a computerized database and shall furnish counsel for the Parties with monthly reports of the activities undertaken by the Claims Administrator in administering the Settlement.

#### **~~I.I.~~ Requests for Exclusion ~~of~~ From The Settlement Class**

Any person included within the Settlement Class who wishes to be excluded from membership in the Settlement Class must do so in writing by mailing a written request for exclusion to the Claims Administrator. Such requests must be postmarked no later than ~~90~~30 days from the Class Notice Date. The request must: - (i) clearly express the Settlement Class Member’s



1 desire to be excluded or to “opt out” from the Settlement Class; (ii) include the Settlement Class  
2 Member’s name, address, telephone number, LADWP account number and, if represented by  
3 counsel, counsel’s name, address and telephone number; and (iii) be signed by the Settlement  
4 Class Member.

5 If a Settlement Class Member has multiple LADWP accounts and wishes to be excluded  
6 from membership in the Settlement Class, the Settlement Class Member must submit a request for  
7 exclusion for each separate account.

8 Any Person who is a member of the Settlement Class who wishes to be excluded from the  
9 Settlement Class can only opt out for him or herself, and cannot opt out for any other Person. Nor  
10 can any Person who is a Settlement Class Member authorize any other Person to opt out on his or  
11 her behalf.

12 Any Settlement Class ~~member~~Member who has filed an objection to the fairness,  
13 reasonableness or adequacy of the proposed Settlement pursuant to Section III.~~J~~K. herein shall be  
14 deemed not to have opted out of the Settlement Class pursuant to this paragraph. However, in the  
15 event that a Settlement Class ~~member~~Member makes a submission to the Court and the Parties  
16 that appears to assert both an objection to the fairness, reasonableness or adequacy of the proposed  
17 Settlement, and a statement of intent to opt out of the Settlement Class, such submission shall be  
18 treated as a statement of intent to opt out of the Settlement Class, but not an objection.

19 **~~J~~K. Objections and Requests To Appear At Final Approval Hearing**

20 Any Settlement Class ~~member~~Member who has not timely filed a written request for  
21 exclusion from the Settlement Class pursuant to Section III.~~I~~J. herein may object to the fairness,  
22 reasonableness or adequacy of the proposed Settlement, Plaintiff Jones’ application for a  
23 reimbursement award, or Class Counsel’s application for an award of attorneys’ fees or  
24 reimbursement of expenses. Each Settlement Class Member who wishes to object must do so in  
25 writing by mailing a written objection to the Claims Administrator, who shall submit all objections  
26 to ~~the~~ Court and mail them to the Parties’ respective counsel at the addresses set forth in Section  
27 III.~~M~~N.11. herein. Any such objection must be mailed to the Claims Administrator ~~no~~ later than  
28 ~~90~~30 days after the Class Notice Date. Any such objection must: (i) state, in detail, the legal and

1 factual ground(s) for the objection; (ii) include the Settlement Class Member's name, address and  
2 telephone number and LADWP account number, and, if represented by counsel, counsel's name,  
3 address and telephone number; and (iii) be signed by the Settlement Class Member.

4 Settlement Class Members may object either on their own or through an attorney hired at  
5 their own expense. If the objecting Settlement Class Member hires an attorney to represent him or  
6 her, that attorney must file with the Court and serve upon the Parties' respective counsel at the  
7 addresses set forth in Section III.~~MN~~.11. herein, a notice of appearance no later than 30 days prior  
8 to the Final Approval Hearing.

9 Any objection that fails to satisfy the requirements of this Section, or that is not properly  
10 and timely submitted, will be deemed ineffective, and will be deemed by the Parties to have been  
11 waived, and the Parties reserve their right to argue that the Settlement Class Member asserting  
12 such objection is therefore not entitled to have his or her objection heard or otherwise considered  
13 by the Court.

14 Settlement Class Members or their counsel who wish to appear at the Final Approval  
15 Hearing must make such request by notifying the Clerk of the Court and the Parties' respective  
16 counsel in writing at the addresses set forth in Section III.~~MN~~.11. herein ("Notice of Intention to  
17 Appear"). Any such request must be filed with the Clerk of the Court and received by the Parties'  
18 respective counsel no later than 30 days prior to the Final Approval Hearing and must state the  
19 name, address, telephone number and LADWP account number of the Settlement Class Member,  
20 as well as the name, address and telephone number of the person who will appear on his or her  
21 behalf. Any such request must further indicate that the Settlement Class ~~member~~Member has  
22 timely objected to the Settlement in compliance with the requirements of this Section of this  
23 Revised Agreement. Any request for appearance that fails to satisfy the requirements of this  
24 Section, or that has not been properly or timely submitted, may be deemed ineffective and shall be  
25 deemed to constitute a waiver of such Settlement Class Member's right to appear and to be heard  
26 on the Settlement at the Final Approval Hearing.

**K.L. Attorneys' Fees and Costs**

~~The~~In connection with the June/July, 2015 mediation, the Parties did not conduct any negotiations concerning the amount of attorneys' fees to be paid or expenses to be reimbursed until *after* the Parties had reached agreement on the *entirety* of the Settlement. Similarly, in connection with the October 31, 2016 mediation, the Parties did not conduct any negotiations concerning the amount of any incremental increase in reasonable attorneys' fees to be paid or expenses to be reimbursed until *after* the Parties had reached agreement on the *entirety* of the Settlement Agreement revisions. All negotiations concerning the amount of attorneys' fees to be paid or expenses to be reimbursed were conducted exclusively by the Parties through the mediator, the Hon. Dickran Tevrizian (Ret.).

Plaintiff Jones will make an application to the Court for: (i) an award of attorneys' fees in an amount not to exceed ~~\$13,000,000~~19,000,000 at the time of Final Approval, from which all Court-approved plaintiffs' attorneys' fees applications shall be paid; (ii) reimbursement of expenses incurred in connection with the prosecution of the litigation in an amount not to exceed ~~\$7503,000~~3,000 (reimbursement of expenses incurred by the CC&B System Monitoring Expert is capped at \$2,500,000 and reimbursement of expenses incurred by all plaintiffs' counsel is capped at \$500,000); and (iii) ~~a service award~~awards in the amount of \$5,000 each for Plaintiff Jones ~~and~~, Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak. Defendant has agreed it will not object to such an application.

Defendant has agreed that, should the Court finally approve the Settlement and award attorneys' fees and expense reimbursement to Class Counsel and ~~a reimbursement award~~service awards to Plaintiff Jones, Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak, Defendant will pay the amount of attorneys' fees, expenses and ~~reimbursement award~~service awards awarded by the Court within 7 business days after the Settlement is finally approved by the Court. Defendant will pay the amount awarded by the Court directly to an account established by Class Counsel and Liaison Counsel. Class Counsel shall be responsible for allocating the attorneys' fees and expenses among plaintiffs' counsel.

1           Additionally, the Parties agree that Class Counsel will be responsible for aiding the Claims  
2 Administrator by monitoring and supervising the administration of the Settlement during the ~~18~~  
3 ~~month remediation period.~~ Remediation Period. Defendant has further agreed that, subject to  
4 Court approval, Class Counsel may make applications to the Court to be compensated at the rate  
5 of twenty-nine percent (29%) of all future recoveries by Class Members subsequent to Final  
6 Approval for: (i) Field Work claims; (ii) Pre-Identified Claims Made claims; (iii) Omnibus  
7 claims; and (iv) all claims paid in connection with the Settlement by, or on behalf of the City of  
8 Los Angeles, including all departments thereof. Class Counsel shall submit to the Court quarterly  
9 applications for additional awards of such attorneys' fees ~~for the work performed by Class~~  
10 ~~Counsel in connection with its monitoring and supervision of the Settlement during the 18 month~~  
11 ~~remediation period.—.~~ The Parties have also agreed that the Defendant ~~has agreed~~ will not ~~to~~  
12 ~~oppose additional applications by Class Counsel for awards of attorneys' fees in a total amount not~~  
13 ~~to exceed \$1,000,000. Notwithstanding the foregoing, if Class Counsel's work and fee submission~~  
14 ~~exceeds this threshold, Class Counsel may submit~~ object to such quarterly applications ~~for awards~~  
15 ~~of attorneys' fees to the Court greater than \$1,000,000, which Defendant may oppose, for the~~  
16 ~~additional work performed by Class Counsel in connection with its monitoring and supervision of~~  
17 ~~the Settlement during the remediation period.~~ as set forth herein.

18           Defendant has agreed that, in connection with these quarterly applications, should the  
19 Court award attorneys' fees to Class Counsel, Defendant will pay the amount of attorneys' fees  
20 awarded by the Court within 7 business days after the Court issues an order granting Class  
21 Counsel's application. Defendant will pay the amount awarded by the Court directly to an account  
22 established by Class Counsel and Liaison Counsel. Class Counsel shall be responsible for  
23 allocating the attorneys' fees among plaintiffs' counsel.

24           There are no "fee splitting" agreements between the various counsel involved in this  
25 action, however, the law firm of Knapp, Petersen & Clark, counsel in the *Kimhi* Action, has  
26 agreed to work with Class Counsel to help answer questions and to identify and assist Solar  
27 Customers Subclass members in processing claims. The Knapp, Petersen & Clark firm has agreed  
28 that, based on the work they have performed, and will continue to perform, for the benefit of Solar

1 Customers Subclass, that the fee application they submit to the Court, through Counsel for  
2 Plaintiff Jones, for consideration will not exceed \$1,999,999 of fees applied for and/or awarded to  
3 Class Counsel at final approval.

4 **L.M. Final Approval**

5 The Court shall schedule a date for the Final Approval Hearing. At the Final Approval  
6 Hearing, the Parties shall join the request that the Court enter an order and judgment in  
7 substantially the form of Exhibit ~~GH~~ to this Revised Agreement (the “Final Order and Judgment”),  
8 which will finally approve the terms of this Revised Agreement, discharge the Released Parties of  
9 and from all further liability to Plaintiff Jones, Plaintiffs Kimhi, Megerdichian and Novak, and  
10 Settlement Class Members with respect to the Released Claims (but not as to any obligations  
11 created or owed pursuant to this Revised Agreement), and permanently bar Plaintiff Jones and  
12 Settlement Class Members from bringing, filing, commencing, prosecuting, maintaining,  
13 intervening in, participating in, or receiving any benefits from, any other lawsuit, arbitration or  
14 administrative, regulatory or other proceeding or cause of action, formally or informally, that  
15 asserts, arises from, concerns, or is in any way related to the Released Claims, except as required  
16 by law. Following the entry of the Final Order and Judgment, the Court shall maintain continuing  
17 jurisdiction over the enforcement and implementation of this Revised Agreement and the Final  
18 Order and Judgment shall- indicate that the Court maintains such continuing jurisdiction. The  
19 actual form of the Final Judgment and Order entered by the Court may include provisions as to  
20 which the Parties may subsequently agree, or which the Court may direct, that are not inconsistent  
21 with any of the express terms or conditions of this Revised Agreement.

22 Following entry of the Final Order and Judgment by the Court, no default by any Person in  
23 the performance of any covenant or any obligation arising under this Revised Agreement shall  
24 affect the -discharge and release of the Released Parties, or any other provision of this Revised  
25 Agreement. The above notwithstanding, nothing in this Section shall prevent a Party from seeking  
26 enforcement of or compliance with the terms of this Revised Agreement, or the intervention of the  
27 Court to compel any such default be cured, pursuant to the Court’s continuing jurisdiction.

If: (a) the preliminary approval of this Revised Agreement and the Settlement described herein or the Final Judgment and Order is not obtained from the Court in substantially the form attached hereto as Exhibits C and ~~GH~~, respectively; or (b) the Court fails to grant final approval to the Settlement, this Revised Agreement shall be null and void, shall have no further force and effect, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class. Further, if either (a) or (b) occurs, this Revised Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, shall not be used in any manner for any purposes, and all Parties to the Action shall stand in the same position as if this Revised Agreement had not been negotiated, made or filed with the Court. If the Revised Agreement is terminated, any and all orders entered by the Court pursuant to the provisions of the Revised Agreement shall be vacated *nunc pro tunc*.

In the event this Revised Agreement is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with its terms, all orders entered as of the date on which this Settlement was executed shall become operative and fully effective, as if the proceedings relating to this Settlement had not occurred.

~~M.N.~~ **Miscellaneous Provisions**

**1. Authority ~~Of~~ Signatories**

~~Each~~ Subject to approval by the Los Angeles City Council, where necessary, each person signing this Revised Agreement represents and warrants that he or she has full authority to sign this Revised Agreement on behalf of the Party for whom he or she is signing and warrants that he or she has the ability to bind that Party to the obligations and commitments set forth herein.

**2. Binding Upon Successors**

This Revised Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, predecessors, successors, and assigns.

1                   **3.     Both Parties ~~Asas~~ Drafter**

2           The Parties stipulate and agree that this Revised Agreement was negotiated on an “arms-  
3 length” basis between Parties of equal bargaining power, and drafted jointly by the Parties and,  
4 accordingly, no ambiguity in this Revised Agreement shall be construed in favor of or against any  
5 of the Parties.

6                   **4.     Cooperation**

7           The Parties to this Revised Agreement and their counsel agree that they shall act in good  
8 faith and exercise their best efforts to secure approval of this Revised Agreement and full  
9 participation by all members of the Settlement Class and that they will take such other reasonable  
10 steps as are necessary to implement this Revised Agreement.

11                   **5.     Counterpart Execution**

12           This Revised Agreement may be executed in any number of counterparts. A facsimile or  
13 electronically transmitted signature shall be deemed to constitute an original signature for  
14 purposes of this Revised Agreement. Each counterpart when so executed shall be deemed to be an  
15 original, and all such counterparts together shall constitute the same instrument. This Revised  
16 Agreement will be binding when it has been executed and delivered by the last signatory hereto to  
17 execute a counterpart.

18                   **6.     Governing Law**

19           The construction, interpretation, operation, effect, validity and enforcement of this Revised  
20 Agreement and all documents necessary to effectuate it shall be governed by the laws of the State  
21 of California without regard to principles of conflict of laws, except to the extent that federal law  
22 requires that federal law govern.

23                   **7.     Headings**

24           Headings contained in this Revised Agreement are for convenience and reference only and  
25 are not intended to alter or vary the construction and meaning of this Agreement.

26                   **8.     Integration Clause**

27           This Revised Agreement, including all exhibits hereto, contains a full, complete, and  
28 integrated statement of each and every term and provision agreed to between and among the

Parties and supersedes any prior representations, writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This [Revised](#) Agreement may not be orally modified in any respect and may be modified only by the written agreement of the Parties. In the event a dispute arises between the Parties over the meaning or intent of any provision of this [Revised](#) Agreement, the Parties agree that prior drafts, notes, memoranda, discussions or any other oral communications or documents regarding the negotiations, meaning or intent of this [Revised](#) Agreement shall not be offered or admitted into evidence.

#### **9. Jurisdiction**

The Court retains exclusive and continuing jurisdiction over the Actions, the Parties, Settlement Class Members, and the Claims Administrator in order to interpret and enforce the terms, conditions and obligations under this [Revised](#) Agreement.

#### **10. Non-Waiver**

The waiver by one Party of any provision or breach of this [Revised](#) Agreement shall not be deemed a waiver of any other provision or breach of this [Revised](#) Agreement.

#### **11. Notice**

Except as otherwise described in the ~~settlement notice~~ [Class Notice](#) attached as Exhibits A and B to this [Revised](#) Agreement, all notices and other communications referenced in this [Revised](#) Agreement shall be addressed to the Parties' counsel at their respective addresses as set forth below:

##### Notices to Plaintiff or the Settlement Class Members

Jack Landskroner, Esq.  
Landskroner Grieco Merriman, LLC  
1360 West 9th St., Suite 200  
Cleveland, Ohio 44113

##### Notices to Defendant

~~Angela C. Agrusa (SBN 131337)~~ [Maribeth Annaguey, Esq.](#)  
LINER LLP  
1100 Glendon Avenue, 14th Floor  
Los Angeles, California 90024



1                   **12.    Severability**

2           In the event any one or more of the provisions contained in this [Revised](#) Agreement shall  
3 be held invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or  
4 unenforceability shall not affect any other provisions of this [Revised](#) Agreement

5                   **13.    Time for Compliance**

6           If the date for performance of any act required by or under this [Revised](#) Agreement is to be  
7 performed on a particular day or within a specified period of time that falls on a Saturday, Sunday  
8 or legal or Court holiday, such act may be performed upon the next business day, with the same  
9 effect as if it had been performed on the day or within the computer time specified by or under this  
10 [Revised](#) Agreement.

11           **IN WITNESS WHEREOF**, each of the Parties hereto has caused this [Revised](#) Agreement  
12 to be executed on its, his, her or their behalf by its, his, her or their duly authorized counsel of  
13 record, all as of the day set forth below.

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15                   ***SIGNATURES APPEAR ON THE FOLLOWING PAGES***  
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Dated: November \_\_, 2016

**DEFENDANT:**

By:

David Wright, General Manager  
Los Angeles Department of Water and Power

**PLAINTIFF:**

Dated: November \_\_, 2016

Antwon Jones  
Plaintiff, Individually and as Class Representative

Dated: November \_\_, 2016

Yaar Kimhi  
Plaintiff, Individually and as Class Representative for  
the Solar Subclass

Dated: November \_\_, 2016

Tahl Beckerman Megerdichian  
Plaintiff, Individually and as a Member of the  
Solar Subclass

Dated: November \_\_, 2016

Yelena Novak  
Plaintiff, Individually and as a Member of the  
Solar Subclass